

# Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
TOLL BROTHERS, INC., TOLL BROS., INC., TOLL  
NY II LLC, TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC,

Index No.

**SUMMONS**

Plaintiff,

- against -

THE TRAVELERS INDEMNITY COMPANY OF  
CONNECTICUT,

Defendants.

-----X  
**TO THE ABOVE NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED** to appear and answer the Complaint of the Plaintiffs TOLL BROTHERS, INC., TOLL BROS., INC., TOLL NY II LLC, TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET, LLC, a copy of which is hereby served upon you, and to serve copies of your Answer upon the undersigned attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiffs designate New York County as the place of trial. The basis of venue designated is the venue of the underlying action and that Defendant conducts business in New York County.

Dated: New York, New York  
February 26, 2021

**HOLLAND & KNIGHT, LLP**

By: *Ellen S. Marcus*

Robert S. Bernstein

Ellen S. Marcus

Attorneys for Plaintiffs

TOLL BROTHERS, INC., TOLL

BROS., INC., TOLL NY II LLC,

TOLL BROTHERS REAL ESTATE,

INC., and TOLL BROTHERS

BARROW STREET, LLC

31 West 52<sup>nd</sup> Street

New York, New York 10019

(212) 513-3358

TO:

The Travelers Indemnity Company of Connecticut

1 Tower Square

Hartford, CT 06183

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
TOLL BROTHERS, INC., TOLL BROS., INC., TOLL  
NY II LLC, TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC,

Index No.

**COMPLAINT**

Plaintiffs,

- against -

THE TRAVELERS INDEMNITY COMPANY OF  
CONNECTICUT,

Defendant.

-----X  
Plaintiffs, TOLL BROTHERS, INC., TOLL BROS., INC., TOLL NY II LLC, TOLL  
BROTHERS REAL ESTATE, INC. and TOLL BROTHERS BARROW STREET, LLC,  
(collectively “TOLL”) by their attorneys, Holland & Knight L.L.P., for their complaint for  
Declaratory Judgment against Defendant, THE TRAVELERS INDEMNITY COMPANY  
OF CONNECTICUT (“TRAVELERS”) allege, upon information and belief, as follows:

**INTRODUCTION**

1. This is an action for declaratory judgment to have declared the rights and other legal relationships by and between TOLL and TRAVELERS pursuant to CPLR § 3001.
2. TRAVELERS issued commercial general liability insurance policy number DTECO-2N400171 (the “Policy”) covering the period from March 5, 2019 through March 5, 2020 to R&S United Services, Inc. (“R&S United”), which provides primary coverage to TOLL as an additional insured(s), in connection with the underlying lawsuit captioned *Chmela v. Toll NY II, L.P. et al.*, Index No. 151526/2020 (the “Underlying Suit”), currently pending in the Supreme Court of New York, New York County.



**PARTIES**

3. At all times hereinafter mentioned, Plaintiff TOLL BROTHERS, INC. was and is a foreign corporation organized and existing under the laws of the State of Delaware with its principle place of business located at 1140 Virginia Drive, Fort Washington, PA 19034.

4. At all times hereinafter mentioned, Plaintiff TOLL BROS., INC. was and is a foreign corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principle place of business located at 1140 Virginia Drive, Fort Washington, PA 19034.

5. At all times hereinafter mentioned, Plaintiff TOLL NY II LLC was and is a domestic limited liability company organized and existing under the laws of the State of New York.

6. At all times hereinafter mentioned, Plaintiff TOLL BROTHERS BARROW STREET LLC was and is a domestic limited liability company organized and existing under the laws of the State of New York.

7. At all times hereinafter mentioned, Plaintiff TOLL BROTHERS REAL ESTATE, INC. was and is a foreign corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principle place of business located at 1140 Virginia Drive, Fort Washington, PA 19034.

8. TOLL NY II LLC, TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET LLC are subsidiaries and/or affiliates of TOLL BROTHERS, INC. and TOLL BROS., INC.

9. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a domestic corporation with a principal place of business in the State of New York.

10. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a domestic corporation authorized to do business in the State of New York.

11. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a domestic corporation doing business in the State of New York.

12. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a foreign corporation.

13. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a foreign corporation with its headquarters located at 1 Tower Square, Hartford, CT 06183.

14. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a foreign corporation authorized to do business in the State of New York.

15. Upon information and belief, at all times hereinafter mentioned, Defendant TRAVELERS was and still is a foreign corporation doing business in the State of New York.

#### **JURISDICTION AND VENUE**

16. Jurisdiction and venue are proper as this action involves TOLL's entitlement to insurance coverage under a policy issued by TRAVELERS for the claims made against TOLL in the Underlying Suit which is pending in New York County.

17. TRAVELERS is authorized to do business within New York, has done or transacted business in New York and/or issued and/or sold the Policy to R&S United in New York.

## **FACTS**

### **The Underlying Action**

18. On or about February 11, 2020, Scott Chmela (“Chmela”) and Nicole Chmela commenced the Underlying Suit against TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC. and TOLL BROTHERS BARROW STREET, LLC. In the complaint, Chmela seeks damages for injuries allegedly suffered at 77 Charlton Street, New York, New York (the Project”) on November 25, 2019 (the “Claims”) in the course of his employment by R&S United. A copy of the Verified Complaint is annexed hereto as Exhibit A.

19. On or about April 29, 2020, TOLL interposed a Verified Answer in the Underlying Suit. A copy of the Verified Answer is annexed hereto as Exhibit B<sup>1</sup>.

20. The Underlying Suit is presently undisposed by trial, settlement or otherwise.

### **TRAVELERS Commercial General Liability Policy**

21. R&S United entered a trade subcontract with TOLL NY II LLC dated March 30, 2018 (the “Contract”) to perform work at the Project. A copy of the Contract is annexed hereto as Exhibit D.

22. Pursuant to the Contract, R&S United was required to maintain insurance coverage against claims for injuries by persons “which arise out or result from the performance of the work” by R&S United, or anyone employed by it, among others.

23. Further, pursuant to the Contract, R&S United was required to name TOLL BROTHERS, INC., TOLL BROS, INC. and their subsidiaries and affiliates as additional insureds on all general liability policies.

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<sup>1</sup> On October 29, 2013, the entity known as TOLL NY II, L.P. became TOLL NY II LLC. (See NYS Department of State Division of Corporations Entity Information annexed hereto as Exhibit C). Accordingly, this firm answered on behalf of TOLL NY II LLC f/k/a TOLL NY II L.P., TOLL BROTHERS REAL ESTATE, INC. and TOLL BROTHERS BARROW STREET, LLC.

24. TRAVELERS issued the Policy to R&S United for the period of March 5, 2019 through March 5, 2020.

25. The Certificate of Liability Insurance names TOLL BROTHERS, INC., TOLL BROS., INC and their subsidiaries and affiliates as additional insureds on the Policy. A copy of the Certificate of Liability Insurance is annexed hereto as Exhibit E.

**TOLL's Tender to TRAVELERS**

26. On or about February 13, 2020, TOLL sent letters to TRAVELERS and R&S United requesting coverage and benefits pursuant to the Policy. Copies of the letters to TRAVELERS and R&S United are annexed hereto as Exhibits F and G, respectively.

27. On or about March 20, 2020, TRAVELERS denied TOLL's tender request arguing that Mr. Chmela's injuries did not arise from R&S United's work because R&S United did not create the hole that Mr. Chmela allegedly fell through and that R&S United was not responsible for overall site safety at the Project. A copy of TRAVELERS' March 20, 2020 letter is annexed hereto as Exhibit H.

28. The TRAVELERS' March 20, 2020 letter indicated that the Policy, in pertinent part, provides as follows:

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured be-comes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period;

#### SECTION V – DEFINITIONS

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### BLANKET ADDITIONAL INSURED (CONTRACTORS)

1. Who is an Insured- (section II) is amended to include any person or organization that you agree in a written contract requiring insurance to include as an additional insured on this coverage part, but:
- a. Only with respect to liability for bodily injury, property damage or personal injury; and
  - b. If and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of your work to which the written contract requiring insurance applies.

29. On or about July 7, 2020, this firm sent a letter to TRAVELERS stating that it had no proper basis for denying TOLL's tender request as the Underlying Suit alleges bodily injury that occurred on November 25, 2019 which clearly falls within the term of the Policy, and because the Policy clearly states that the insurance applies to bodily injury caused by the acts or omissions of R&S United, of which Plaintiff was an employee. The letter also explained that there can be more than one proximate cause of a Plaintiff's injury. A copy of the July 7, 2020 letter is annexed hereto as Exhibit I.

30. Under the doctrine of respondeat superior, an employer is liable for an employee's negligent actions or omissions that occur during the course and scope of the employee's employment. Couillard v. Shaw Environmental & Infrastructure Engineering, 125 A.D.3d 509 (2015).

31. In fact, in Guiga v. JLS Const. Co. Inc., 255 A.D.2d 244 (1998), the court found fault apportioned to subcontractor's employee in employee's personal injury suit against general contractor for injuries he sustained at construction site, based upon employee's failure to heed warning not to use defective ladder, was **properly imputed to subcontractor under**

**respondeat superior principles**, for purposes of general contractor's third-party **claim against subcontractor for contribution and indemnification**.

32. Additionally, in Burlington Ins. Co. v. NYC Transit Authority, 29 N.Y.3d 313 (2017), the Court examined an Additional Insured endorsement that used the same "caused, in whole or in part, by" language as the Policy, and concluded that coverage was triggered for the Additional Insured as long as **the Named Insured was a proximate cause of the injury alleged**.

33. The Court in Burlington also specifically noted that "there may be more than one proximate cause of an injury". Once coverage was triggered, the Court did not find that the "caused, in whole or in part, by" language created any limitation on coverage based on the extent of active negligence, nor is there any prohibition on obtaining insurance coverage for active negligence as TOLL did in this case through R&S United.

34. There is no question that R&S United, through its employee, Chmela, was at least **a proximate cause of the injury**. Mr. Chmela failing to observe and avoid the hole is a proximate cause of the accident attributable to R&S United. Accordingly, the insurance applies and Travelers is obligated to defend and indemnify Toll in the Underlying Suit.

35. As the Claims in the Underlying Suit were caused in part by Chmela's acts or omissions on behalf of R&S United, the Named Insured, TRAVELERS is required to provide TOLL defense and indemnification under the Policy.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**FOR DECLARATORY JUDGMENT**

36. TOLL repeats, reiterates and realleges each and every allegation of the preceding paragraphs as if fully set forth at length herein.

37. An Insured under the Policy is "any person or organization that you agree in a written contract requiring insurance to include as an additional insured".

38. TOLL qualifies as an Insured under the Policy.
39. An Insured is covered under the Policy for bodily injury, property damage or personal injury **caused by acts or omissions of you or your subcontractor** in the performance of your work to which the written contract requiring insurance applies.
40. Chmela was acting in the scope of his employment and on behalf of R&S United, the Named Insured.
41. The Policy requires TRAVELERS to defend and indemnify TOLL for injury caused by the acts or omissions of Chmela.
42. TOLL requests a declaration that TRAVELERS is obligated under the Policy to defend and indemnify TOLL in the Underlying Suit.

**WHEREFORE**, it is respectfully requested that this court issue a declaratory judgment, determining and declaring that TRAVELERS is obligated to defend and indemnify TOLL in the Underlying Suit and for such other and further relief as the Court may seem just and proper.

Dated: New York, New York  
February 26, 2021

**HOLLAND & KNIGHT, LLP**

By: Ellen S. Marcus  
Robert S. Bernstein  
Ellen S. Marcus  
Attorneys for Plaintiffs  
TOLL BROTHERS, INC., TOLL  
BROS., INC., TOLL NY II LLC,  
TOLL BROTHERS REAL  
ESTATE, INC. and TOLL  
BROTHERS BARROW  
STREET, LLC  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
(212) 513-3358

TO:

The Travelers Indemnity Company of Connecticut  
1 Tower Square  
Hartford, CT 06183



# Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
SCOTT CHMELA and NICOLE CHMELA,

Plaintiffs,

- against -

TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC.

Defendants.  
-----X

Index No.: 151526/2020

**SUMMONS**

**Plaintiff designates:**  
**New York County as the**  
**place of trial.**

**Plaintiff's basis for venue is:**  
**Location of the Accident:**  
**77 Charlton Street, New**  
**York, NY 10014**

**TO THE ABOVE-NAMED DEFENDANTS:**

***YOU ARE HEREBY SUMMONED** to answer the Complaint of Plaintiff in this action, which is served herewith upon you, and to Answer upon the undersigned attorneys for the Plaintiff, within **twenty (20) days** after the service of the Summons and Complaint, exclusive of the day of service, or within **thirty (30) days** if such service is made by any method other than personal delivery upon you and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.*

Dated: New York, New York  
February 11, 2020

By:

  
**ZAREMBA BROWN PLLC**

Lisa Pigeon, Esq.  
Attorneys for Plaintiffs  
40 Wall Street, 52<sup>nd</sup> Floor  
New York, New York 10005  
T: (212) 380-6700  
F: (212) 871-6395

**TO: TOLL NY II, L.P.**  
**C/O UNITED AGENT GROUP INC.**  
**15 North Mill Street**  
**Nyack, New York, 10960**

**TOLL BROTHERS REAL ESTATE, INC.**  
**C/O UNITED AGENT GROUP INC.**  
**15 North Mill Street**  
**Nyack, New York, 10960**

**TOLL BROTHERS BARROW STREET LLC**  
C/O UNITED AGENT GROUP, INC.  
15 North Mill Street  
Nyack, New York, 10960

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
SCOTT CHMELA and NICOLE CHMELA,

Plaintiffs,

- against -

TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC.

Defendants.  
-----X

Plaintiffs, **SCOTT CHMELA** and **NICOLE CHMELA**, by his attorneys, ZAREMBA  
BROWN, PLLC, complaining of the Defendants, alleges as follows:

1. At all times relevant herein, Plaintiffs **SCOTT CHMELA** and **NICOLE CHMELA** ("Plaintiffs") were and still are residents of 2 Cully Street, Port Jefferson, NY 11776.

2. Defendant, **TOLL NY II, L.P.** ("**TOLL NY**"), is a foreign limited liability company duly organized under the laws of the state of New York, with its principal place of business at 15 North Mill Street, Nyack, New York, 10960.

3. At all times relevant herein, Defendant, **TOLL NY** is a foreign limited liability company authorized to do business in the State of New York.

4. At all times relevant herein, Defendant, **TOLL NY** is a foreign limited liability company doing business in the state of New York.

5. Defendant, **TOLL BROTHERS REAL ESTATE, INC.** ("**TOLL BROTHERS REAL ESTATE**"), is a domestic limited liability company duly organized under the laws of the state of New York, with its principal place of business at 15 North Mill Street, Nyack, New York, 10960.

6. At all times relevant herein, Defendant, **TOLL BROTHERS REAL ESTATE**, is

a domestic limited liability company authorized to do business in the State of New York.

7. At all times relevant herein, Defendant, **TOLL BROTHERS REAL ESTATE**, is a domestic limited liability company doing business in the state of New York.

8. Defendant, **TOLL BROTHERS BARROW STREET, LLC**. ("**TOLL BROTHERS BARROW STREET**"), is a foreign limited liability company duly organized under the laws of the state of New York, with its principal place of business at 15 North Mill Street, Nyack, New York, 10960.

9. At all times relevant herein, Defendant, **TOLL BROTHERS BARROW STREET** is a foreign limited liability company authorized to do business in the State of New York.

10. At all times relevant herein, Defendant, **TOLL BROTHERS BARROW STREET** is a foreign limited liability company doing business in the state of New York.

11. On or about November 25, 2019, Plaintiff **SCOTT CHMELA** was severely injured at the premises located at 77 Charlton Street, New York, NY 10301. ("premises").

12. At the time of the incident in which Plaintiff **SCOTT CHMELA** sustained his injuries, he was in the course of his employment with R&S United Services Inc. ("R&S"), a subcontractor performing construction, renovation, and/or demolition work at the premises.

13. That at the aforesaid time and place, Plaintiff **SCOTT CHMELA**, while in the course of his employment, was injured and suffered severe injuries due to Defendants' negligence, carelessness and recklessness.

14. Upon information and belief, and at the time of the Plaintiff's incident, defendant **TOLL NY** was the owner of the premises.

15. Upon information and belief, at the time of Plaintiff's incident, defendant **TOLL**

NY was the general contractor at the premises.

16. Upon information and belief, at the time of Plaintiff's incident, defendant **TOLL NY** was the construction manager at the premises.

17. At the time of Plaintiff's accident, defendant **TOLL NY** was a general contractor and/or construction manager for the construction, renovation, and/or repair work being done at the premises.

18. At the time of Plaintiff's accident, defendant **TOLL NY** maintained, managed, supervised, and/or controlled the construction site located at the premises.

19. Upon information and belief, and at the time of the Plaintiff's accident, defendant **TOLL BROTHERS REAL ESTATE** was the owner of the premises.

20. Upon information and belief, at the time of Plaintiff's accident, defendant **TOLL BROTHERS REAL ESTATE** was the general contractor at the premises.

21. Upon information and belief, at the time of Plaintiff's accident, defendant **TOLL BROTHERS REAL ESTATE** was the construction manager at the premises.

22. At the time of Plaintiff's accident, defendant **TOLL BROTHERS REAL ESTATE** was a general contractor and/or construction manager for the construction, renovation and/or demolition work being done at the premises.

23. At the time of Plaintiff's accident, defendant **TOLL BROTHERS REAL ESTATE** maintained, managed, supervised, and/or controlled the construction site located at the premises.

24. Upon information and belief, and at the time of the Plaintiff's incident, defendant **TOLL BROTHERS BARROW STREET** was the owner of the premises.

25. Upon information and belief, at the time of Plaintiff's incident, defendant **TOLL**



**BROTHERS BARROW STREET** was the general contractor at the premises.

26. Upon information and belief, at the time of Plaintiff's incident, defendant **TOLL BROTHERS BARROW STREET** was the construction manager at the premises.

27. At the time of Plaintiff's accident, defendant **TOLL BROTHERS BARROW STREET** was a general contractor and/or construction manager for the construction, renovation, and/or repair work being done at the premises.

28. At the time of Plaintiff's accident, defendant **TOLL BROTHERS BARROW STREET** maintained, managed, supervised, and/or controlled the construction site located at the premises.

29. Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**, were responsible for ensuring compliance with sections 200, 240(1) and 241(6) of the New York State Labor Law, and the regulations relating thereto.

**AS AND FOR A FIRST CAUSE OF ACTION**

30. Plaintiffs, **SCOTT CHMELA and NICOLE CHMELA** hereby incorporate by reference the allegations of each preceding paragraph as though the same were set forth here in their entirety.

31. Plaintiff **SCOTT CHMELA**'s severe injuries were caused by Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**'s violation of all applicable statutes, laws, codes, ordinances and administrative regulations, including section 200 of the New York State Labor Law.

32. That as a result of the aforesaid statutory violation, Plaintiffs were damaged in a monetary sum far exceeding the jurisdictional limitations of all lower courts of the State of New York, which would otherwise have jurisdiction over this action.

**AS AND FOR A SECOND CAUSE OF ACTION**

33. Plaintiffs, **SCOTT CHMELA** and **NICOLE CHMELA** hereby incorporate by reference the allegations of each preceding paragraph, as though the same were set forth here in their entirety.

34. Plaintiff **SCOTT CHMELA**'s severe injuries were caused by Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**'s violation of section 240(1) of the New York State Labor Law.

35. That as a result of the aforesaid statutory violation, Plaintiffs were damaged in a monetary sum far exceeding the jurisdictional limitations of all lower courts of the State of New York, which would otherwise have jurisdiction over this action.

**AS AND FOR A THIRD CAUSE OF ACTION**

36. Plaintiffs, **SCOTT CHMELA** and **NICOLE CHMELA** hereby incorporate by reference the allegations of each preceding paragraph, as though the same were set forth here in their entirety.

37. Plaintiff **SCOTT CHMELA**'s severe injuries were caused by Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**'s violation of section 241(6) of the New York State Labor Law.

38. That as a result of the aforesaid statutory violation, Plaintiffs were damaged in a monetary sum far exceeding the jurisdictional limitations of all lower courts of the State of New York, which would otherwise have jurisdiction over this action.

**AS AND FOR A FOURTH CAUSE OF ACTION**

39. Plaintiffs, **SCOTT CHMELA** and **NICOLE CHMELA** hereby incorporate by reference the allegations of each preceding paragraph as though the same were set forth here in



their entirety.

40. That Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**, were negligent, reckless and careless, in that they violated their duties to persons at the aforesaid premises, including Plaintiff **SCOTT CHMELA** in particular, in knowingly permitting, suffering and allowing a dangerous, trap-like condition to be present at the aforesaid premises, to allow said condition to become and remain defective and unsafe, and were further negligent in failing to take suitable precautions for the safety of persons lawfully at the aforesaid premises, including failing to give any notice or warning to Plaintiff of said dangerous condition.

41. That the aforesaid incident and the injuries resulting therefrom were due solely and wholly as a result of the careless and negligent manner in which Defendants, **TOLL NY, TOLL BROTHERS REAL ESTATE** and **TOLL BROTHERS BARROW STREET**, owned, operated, maintained, managed, supervised, inspected and controlled the aforesaid premises, without Plaintiff in any way contributing thereto.

42. That by reason of the foregoing, Plaintiff **SCOTT CHMELA** was compelled to and did necessarily require medical aid and attention, and did necessarily pay and become liable therefore, for medicines. Upon information and belief, Plaintiff will necessarily incur similar expenses.

43. That by reason of the foregoing, Plaintiff **SCOTT CHMELA** has been unable to attend to his usual occupation in the manner required.

44. That one or more of the provisions of §1602 of the Civil Practice Law and Rules do apply to the within action.

45. That as a result of the foregoing, Plaintiff **SCOTT CHMELA** sustained damages

in an amount which exceeds the jurisdictional limits of all other Courts, which would otherwise have jurisdiction.

46. That by reason of the foregoing and as a direct and proximate result of Defendants' negligence and violations of Labor Law sections 200, 240(1) & 241(6) and all other applicable statutes, rules, laws and ordinances, Plaintiff **SCOTT CHMELA** has been severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are permanent in nature and duration, and Plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries. Plaintiff required surgical procedures and will require future surgeries, which have and will result in significant scarring. Plaintiff incurred and in the future will necessarily incur further significant hospital and/or medical expenses in an effort to be cured of said injuries. Additionally, Plaintiff has suffered, and in the future will necessarily suffer, additional loss of time and earnings from employment. Further, Plaintiff will be unable to pursue the usual duties with the same degree of efficiency as prior to this occurrence, all to Plaintiff's great damage.

47. That Plaintiff **SCOTT CHMELA**'s pain, suffering, and injuries were directly, proximately, and/or indirectly caused by Defendants' violations of Labor Law sections 200, 240(1) & 241(6) and all other applicable statutes, rules, laws and ordinances.

48. That the injuries Plaintiff **SCOTT CHMELA** sustained were in no way contributed to by any act or omission on his part and said injuries were sustained without any fault, want of care, or culpable conduct on the part of Plaintiff. Rather, said injuries were caused solely by virtue of the neglect, omission, willful, or culpable negligence of Defendants in failing to comply with statutes, ordinances, rules, codes, orders and/or other requirements of the State, City and/or local

governments then and there existing.

**AS AND FOR A FIFTH CAUSE OF ACTION**

49. Plaintiffs, **SCOTT CHMELA** and **NICOLE CHMELA** hereby incorporate by reference the allegations of Paragraphs 1 through 48 above as though the same were set forth here in their entirety.

50. At all times relevant herein Plaintiff, **NICOLE CHMELA**, was and is married to and cohabitating with Plaintiff, **SCOTT CHMELA**.

51. Because of the accident and injuries to Plaintiff, **SCOTT CHMELA**, Plaintiff, **NICOLE CHMELA**, has been deprived of his services and his comfort, happiness and companionship has been impaired.

52. Plaintiff's severe injuries were caused by defendants' **TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.** and **TOLL BROTHERS BARROW STREET, LLC.**, negligence.

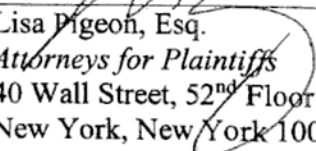
53. That as a result of the aforesaid statutory violations, plaintiffs were damaged in a monetary sum far exceeding the jurisdictional limitations of all lower courts of the State of New York which would otherwise have jurisdiction over this action.

**WHEREFORE**, Plaintiffs demands judgment in each cause of action against Defendants, **TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.** and **TOLL BROTHERS BARROW STREET, LLC.**, as follows:

- (a) Compensatory damages, together with interest, costs and disbursements as provided by law;
- (b) The amount of relief sought exceeds the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

Dated: February 11, 2020  
New York, NY

By:

  
Lisa Pigeon, Esq.  
*Attorneys for Plaintiffs*  
40 Wall Street, 52<sup>nd</sup> Floor  
New York, New York 10005  
T: (212) 380-6700  
F: (212) 871-6395

TO: **TOLL NY II, L.P.**  
C/O UNITED AGENT GROUP INC.  
15 North Mill Street  
Nyack, New York, 10960

**TOLL BROTHERS REAL ESTATE, INC.**  
C/O UNITED AGENT GROUP INC.  
15 North Mill Street  
Nyack, New York, 10960

**TOLL BROTHERS BARROW STREET LLC**  
C/O UNITED AGENT GROUP, INC.  
15 North Mill Street  
Nyack, New York, 10960

**VERIFICATION**

Lisa Pigeon, Esq, an attorney duly admitted to practice law before the Courts of the State of New York, affirms as follows, with knowledge of the penalties for perjury:

1. Affirmant is a partner of the law firm of ZAREMBA BROWN PLLC, attorneys for **SCOTT CHMELA and NICOLE CHMELA**, plaintiff in the within action.

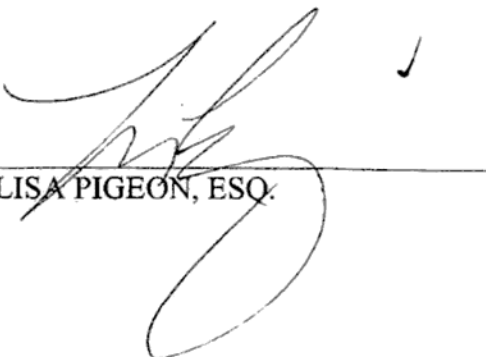
2. I am fully familiar with the facts and circumstances involved in this matter from reviewing the file regarding same maintained in the offices of the above named law firm.

3. I have read the foregoing Verified Complaint, know the contents thereof, and the same are true to the best of my knowledge.

4. Affirmant further states that the reason this Verification is made by the undersigned and not by plaintiff is because said party does not reside in New York County, where the offices of said attorneys are located.

5. The grounds of Affirmant's belief as to all matters not stated to be upon Affirmant's knowledge are investigate materials contained in the files of the above named law firm.

Dated: New York, New York  
February 11, 2020

  
LISA PIGEON, ESQ.



Index No.:

Year:

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

---

SCOTT CHMELA and NICOLE CHMELA,

Plaintiffs,

- against -

TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC.

Defendants.

---

**SUMMONS & VERIFIED COMPLAINT**

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**ZAREMBA BROWN PLLC**  
*Attorneys for Plaintiff*  
*Office and Post Office Address, Telephone*  
40 Wall Street, 52<sup>nd</sup> Floor  
New York, New York 10005  
Tel: (212) 380-6700 - Fax: (212) 871-6395

## EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
SCOTT CHMELA and NICOLE CHMELA,

Index No. 151526/2020

Plaintiffs,

- against -

TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC.,  
and TOLL BROTHERS BARROW STREET, LLC,  
Defendants.

**VERIFIED ANSWER  
TO VERIFIED  
COMPLAINT**

-----X

Defendants TOLL NY II LLC f/k/a TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET, LLC (collectively “Answering Defendants”) by and through their attorneys Holland & Knight, LLP, as and for their Verified Answer to Plaintiffs SCOTT CHMELA and NICOLE CHMELA’s (“Plaintiff”) Verified Complaint dated February 11, 2016 (the “Complaint”) states as follows, upon information and belief:

1. Answering Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "1" of the Complaint.
2. Answering Defendants deny the allegations contained in paragraph "2" of the Complaint.
3. Answering Defendants deny the allegations contained in paragraph "3" of the Complaint.
4. Answering Defendants deny the allegations contained in paragraph "4" of the Complaint.
5. Answering Defendants deny the allegations contained in paragraph “5” of the Complaint.
6. Answering Defendants deny the allegations contained in paragraph “6” of the Complaint.



7. Answering Defendants deny the allegations contained in paragraph “7” of the Complaint.

8. Answering Defendants deny the allegations contained in paragraph “8” of the Complaint.

9. Answering Defendants deny the allegations contained in paragraph “9” of the Complaint.

10. Answering Defendants deny the allegations contained in paragraph “10” of the Complaint.

11. Answering Defendants deny the allegations contained in paragraph “11” of the Complaint.

12. Answering Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “12” of the Complaint.

13. Answering Defendants deny the allegations contained in paragraph “13” of the Complaint.

14. Answering Defendants deny the allegations contained in paragraph “14” of the Complaint, except admit that TOLL NY II LLC was the owner of the premises.

15. Answering Defendants deny the allegations contained in paragraph “15” of the Complaint.

16. Answering Defendants deny the allegations contained in paragraph “16” of the Complaint.

17. Answering Defendants deny the allegations contained in paragraph “17” of the Complaint.

18. Answering Defendants deny the allegations contained in paragraph “18” of the Complaint, and respectfully refer all questions of law to the Court.

19. Answering Defendants deny the allegations contained in paragraph "19" of the Complaint.

20. Answering Defendants deny the allegations contained in paragraph "20" of the Complaint.

21. Answering Defendants deny the allegations contained in paragraph "21" of the Complaint.

22. Answering Defendants deny the allegations contained in paragraph "22" of the Complaint.

23. Answering Defendants deny the allegations contained in paragraph "23" of the Complaint, and respectfully refer all questions of law to the Court.

24. Answering Defendants deny the allegations contained in paragraph "24" of the Complaint.

25. Answering Defendants deny the allegations contained in paragraph "25" of the Complaint.

26. Answering Defendants deny the allegations contained in paragraph "26" of the Complaint.

27. Answering Defendants deny the allegations contained in paragraph "27" of the Complaint.

28. Answering Defendants deny the allegations contained in paragraph "28" of the Complaint, and respectfully refer all questions of law to the Court.

29. Answering Defendants deny the allegations contained in paragraph "29" of the Complaint.

**AS AND FOR AN ANSWER TO THE FIRST CAUSE OF ACTION**

30. Answering Defendants repeat and reallege each and every response to the allegations contained in paragraphs "1" to "29" with the same force and effect as if set forth herein at length.

31. Answering Defendants deny the allegations contained in paragraph "31" of the Complaint.

32. Answering Defendants deny the allegations contained in paragraph "32" of the Complaint.

**AS AND FOR AN ANSWER TO THE SECOND CAUSE OF ACTION**

33. Answering Defendants repeat and reallege each and every response to the allegations contained in paragraphs "1" to "32" with the same force and effect as if set forth herein at length.

34. Answering Defendants deny the allegations contained in paragraph "34" of the Complaint.

35. Answering Defendants deny the allegations contained in paragraph "35" of the Complaint.

**AS AND FOR AN ANSWER TO THE THIRD CAUSE OF ACTION**

36. Answering Defendants repeat and reallege each and every response to the allegations contained in paragraphs "1" to "35" with the same force and effect as if set forth herein at length.

37. Answering Defendants deny the allegations contained in paragraph "37" of the Complaint.

38. Answering Defendants deny the allegations contained in paragraph "38" of the Complaint.

**AS AND FOR AN ANSWER TO THE FOURTH CAUSE OF ACTION**

39. Answering Defendants repeat and reallege each and every response to the allegations contained in paragraphs "1" to "38" with the same force and effect as if set forth herein at length.

40. Answering Defendants deny the allegations contained in paragraph "40" of the Complaint.

41. Answering Defendants deny the allegations contained in paragraph "41" of the Complaint.

42. Answering Defendants deny the allegations contained in paragraph "42" of the Complaint.

43. Answering Defendants deny the allegations contained in paragraph "43" of the Complaint.

44. Answering Defendants deny the allegations contained in paragraph "44" of the Complaint.

45. Answering Defendants deny the allegations contained in paragraph "45" of the Complaint.

46. Answering Defendants deny the allegations contained in paragraph "46" of the Complaint.

47. Answering Defendants deny the allegations contained in paragraph "47" of the Complaint.

48. Answering Defendants deny the allegations contained in paragraph "48" of the Complaint.

**AS AND FOR AN ANSWER TO THE FIFTH CAUSE OF ACTION**

49. Answering Defendants repeat and reallege each and every response to the allegations contained in paragraphs "1" to "48" with the same force and effect as if set forth herein at length

50. Answering Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "50" of the Complaint.

51. Answering Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "51" of the Complaint.

52. Answering Defendants deny the allegations contained in paragraph "52" of the Complaint.

53. Answering Defendants deny the allegations contained in paragraph "53" of the Complaint.

### **RESERVATION OF RIGHTS**

Answering Defendants hereby give notice to Plaintiffs as stated in this Answer that they lack sufficient knowledge or information upon which to form a belief as to the truth of certain allegations contained in the Verified Complaint or specific knowledge of actions on the part of Plaintiffs or other persons that contributed to or caused Plaintiffs' alleged damages. Until these Answering Defendants fully avail themselves of their rights of discovery, it cannot be determined whether or not the below-stated Affirmative Defenses will be asserted at trial. These Answering Defendants assert these defenses in their Answer to preserve their rights to assert these affirmative defenses and to give all parties notice of their intention to assert these defenses, and avoid waiver of any defenses

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

Whatever injuries and/or damages the Plaintiff may have sustained at the time and place mentioned in the Complaint and/or as a result of the occurrence alleged in the Complaint, all of which are denied by the Answering Defendants, were caused in whole or in part by the culpable conduct of the Plaintiff. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct, attributable to Plaintiff, bears to the culpable conduct which caused said injuries.

#### **SECOND AFFIRMATIVE DEFENSE**

All risks and danger of loss or damages connected with the occurrence alleged in the Complaint were at the time and place mentioned in the Complaint obvious and apparent and were known by the Plaintiff and voluntarily assumed by Plaintiff.

#### **THIRD AFFIRMATIVE DEFENSE**

The injuries and damages alleged were caused by the culpable conduct of some third person or persons over whom the Answering Defendants neither had nor exercised control.

**FOURTH AFFIRMATIVE DEFENSE**

The Answering Defendants' liability, if any, is limited by the provisions of Article 16 of the Civil Practice Law and Rules.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff failed to mitigate his damages.

**SIXTH AFFIRMATIVE DEFENSE**

In the event Plaintiff recovers a verdict or judgment against any of the Answering Defendants, then said verdict or judgment must be reduced pursuant to CPLR 4545 by those amounts which have been, or will, with reasonable certainty, replace or indemnify Plaintiff, in whole or in part, for any past or future claimed economic loss, from any collateral source such as Insurance, Social Security, Workers' Compensation or employee benefit program.

**SEVENTH AFFIRMATIVE DEFENSE**

The Answering Defendants liability, if any, to Plaintiffs for non-economic loss is limited to its equitable share, determined in accordance with the relative culpability of all persons or entities contributing to the total liability for non-economic loss, including others over whom Plaintiffs could have obtained personal jurisdiction with due diligence pursuant to Article 16 of the CPLR.

**EIGHTH AFFIRMATIVE DEFENSE**

The Complaint fails to state a cause of action.

**NINTH AFFIRMATIVE DEFENSE**

The negligence of those responsible for the accident or occurrence alleged in the Complaint constituted a separate, independent, superseding, intervening culpable act or acts which constitute the sole proximate cause of the accident or occurrence alleged.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff failed to exercise the degree of care required of reasonable persons under the circumstances giving rise to these claims.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred because the Answering Defendants did not breach any duty owed by them to the Plaintiff.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred because there is no conduct of the Answering Defendants that is the proximate cause or cause in fact of the injuries alleged by Plaintiff.

**THIRTEENTH AFFIRMATIVE DEFENSE**

This Court lacks jurisdiction over the person of the Answering Defendants.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Service of the Summons and Complaint in this matter was not accomplished in the proper and designated manner set forth in the Civil Practice Law and Rules and therefore the Court has not obtained personal jurisdiction over the Answering Defendants.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Each claim asserted in this action is barred by the applicable Statute of Limitations.

**WHEREFORE**, Defendants TOLL NY II LLC f/k/a TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET, LLC demand judgment dismissing the Complaint against TOLL NY II LLC f/k/a TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET, LLC, and granting them all such other and further relief as the Court shall deem just equitable and proper.

Dated: New York, New York  
April 29, 2020

**HOLLAND & KNIGHT, LLP**

By: Ellen S. Marcus  
Ellen S. Marcus  
Attorneys for Defendants  
TOLL NY II LLC f/k/a TOLL NY II,  
L.P., TOLL BROTHERS REAL

ESTATE, INC., and TOLL BROTHERS  
BARROW STREET, LLC  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
(212) 513-3358

TO:

Lisa Pigeon  
Zaremba Brown, PLLC  
40 Wall Street, 52<sup>nd</sup> Floor  
New York, New York 10005  
(212) 380-6700  
*Attorneys for Plaintiff*



ATTORNEY'S VERIFICATION

STATE OF NEW YORK     )  
                                  ss:  
COUNTY OF NASSAU     )

ELLEN S. MARCUS, hereby affirms the truth of the following under penalties of perjury:

I am an attorney with Holland & Knight, LLP representing TOLL NY II LLC f/k/a TOLL NY II, L.P., TOLL BROTHERS REAL ESTATE, INC., and TOLL BROTHERS BARROW STREET, LLC.

I have read the attached Verified Answer to Verified Complaint and the same is true to my own belief, except as to matters alleged on information and belief, and as to those matters, I believe them to be true to the best of my knowledge.

That your deponent's sources of information are the files and records and reports and records of investigations, parties and witnesses, with which deponent is fully familiar.

That this verification is made by deponent because the client is not presently within the county where affirmant maintains her office.

Dated: New York, New York  
April 29, 2020

Ellen S. Marcus  
Ellen S. Marcus

**ATTORNEY'S AFFIRMATION OF SERVICE**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NASSAU     )

Ellen S. Marcus, an attorney duly admitted to practice law before the courts of the State of New York, affirms under penalty of perjury, that on April 29, 2020, I served the within **VERIFIED ANSWER TO VERIFIED COMPLAINT** upon:

Lisa Pigeon  
Zaremba Brown, PLLC  
40 Wall Street, 52nd Floor  
New York, New York 10005

by Electronic Means. Deponent served copies of the above mentioned document by E-Mail to Lisa Pigeon at [lpigeon@zarembabrown.com](mailto:lpigeon@zarembabrown.com), the E-Mail Address provided by Ms. Pigeon for such purpose.

Dated: East Rockaway, New York  
April 29, 2020

*Ellen S. Marcus*

Ellen S. Marcus

# Exhibit C

**Division of Corporations**  
**Entity Information**

The information contained in this database is current through February 24, 2021.

Selected Entity Name: TOLL NY II LLC

**Selected Entity Status Information**

Current Entity Name: TOLL NY II LLC

DOS ID #: 3619489

Initial DOS Filing Date: JANUARY 17, 2008

County: DUTCHESS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

**Selected Entity Address Information**

**DOS Process** (Address to which DOS will mail process if accepted on behalf of the entity)

C/O UNITED AGENT GROUP INC.  
600 MAMARONECK AVENUE,  
SUITE 400  
HARRISON, NEW YORK, 10528

**Registered Agent**

UNITED AGENT GROUP INC.  
600 MAMARONECK AVENUE,  
SUITE 400  
HARRISON, NEW YORK, 10528

ce does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited  
companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this  
information is not recorded and only available by [viewing the certificate](#).

**Stock Information**

Type of Stock      \$ Value per Share

Information Available

applicable to domestic business

**Name History**

Filing Date	Name Type	Entity Name
OCT 29, 2013	Actual	TOLL NY II LLC
JAN 17, 2008	Actual	TOLL NY II L.P.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use  
when conducting its activities or business in New York State.

## EXHIBIT D

TRADE SUBCONTRACT

BETWEEN

Toll NY II, LLC  
("OWNER")

AND

Subcontractor's Name:

R&S United Services, Inc.

("SUBCONTRACTOR")

FOR

Project Name:

77 Charlton

Type of Work Being Performed

HVAC Water & Air Work

The Architect is:

S9 Architecture



Exhibits to Construction Agreement

Exhibit A	Scope of Work
Exhibit B	Drawings and Specifications
Exhibit C	Trade Specific Insurance Limit Requirements
Exhibit D	Subcontractor First Time Vendor Set-Up forms
Exhibit E	General Conditions
Exhibit F	Partial Waiver of Lien Form
Exhibit G	General Release and Final Waiver of Lien
Exhibit H	Capital Improvement Tax Certificate
Exhibit I	Joint Check Addendum
Exhibit J	Good Neighbor Policy
Exhibit K	Storm Water Compliance Program





THIS TRADE SUBCONTRACT is entered into and made effective as of the 30<sup>th</sup> day of March, 2018, by and between R&S United Services Inc., a ("Subcontractor"), having its office at 15 Rockledge Drive West, Amityville NY 11701 and Toll NY II, LLC, a subsidiary of Toll Brothers, Inc., having its office at 75 Broad Street, Suite 2100, New York NY 10004 ("Owner").

WHEREAS, Owner has entered into this contract on its own behalf and is also referred to as "Contractor" herein;

WHEREAS, this contract is for construction services in connection with the construction of at a site located at 77 Charlton Street New York NY 10014 (the "Project");

WHEREAS, Owner has awarded this Trade Subcontract ("Subcontract") as hereinafter defined, to Subcontractor and Subcontractor has agreed to enter into this Subcontract, and to perform the Work required or described herein or reasonably inferable from the Contract Documents in order to achieve the intended results;

WHEREAS, Owner reserves the right to and may, from time to time, administer this Subcontract through an affiliated or third-party Construction Manager or Contractor;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, Subcontractor and Owner agree as follows:

#### ARTICLE 1: Subcontract Price: Scope of the Work

1.1 Subject to all of the terms and conditions herein contained, Subcontractor shall receive the total lump sum Contract Price of [REDACTED] DOLLARS AND [REDACTED] CENTS (\$ [REDACTED]) (the "Contract Price") (which price includes all applicable taxes) for the full and faithful performance and completion of all of its obligations under this Subcontract, including but not limited to the performance and completion of all requirements of the Contract Documents, as hereinafter defined; all labor necessary to complete such construction, all materials and equipment (whether for temporary or permanent use) incorporated or to be incorporated in such construction, all tools, equipment, supplies, superintendence, insurance, bonds, taxes and all other services and facilities necessary to complete and perform the work in accordance with all applicable laws, statutes, ordinances, regulations, codes, rules and orders of public authorities ("Laws") and as described in the Contract Documents, and reasonably inferable therefrom and necessary to achieve the intended results or otherwise customarily provided by a subcontractor of this trade (the "Work"). The Contract Price includes all increases in cost, foreseen or unforeseen, including, without limiting the generality of the foregoing taxes, labor and materials, the cost of all of which is to be borne by Subcontractor.

1.2 The Work shall include, without limitation, any and all necessary preparation, delivery and installation or erection, as the case may be, of materials, machinery, scaffolding, tools, equipment and all transportation cartage, loading and hoisting, patterns, models, surveys, field measurements or other measurements, shop drawings, temporary light and heat protection of work and labor from winter conditions, safety requirements, payment of royalties, and all temporary relocations and construction. Without limiting the foregoing, the Contract Documents are

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complementary, not limiting, and are intended to include all items required for proper execution of the Work. Any Work shown on drawings and not mentioned in specifications, or described in specifications and not shown on drawings, or included in the attached Scope of Work and not included in either the drawings or the specifications, shall be included in the Work. To the extent the Scope of Work expressly modifies the terms of any other Contract Document, the Scope of Work shall control. Subcontractor shall faithfully and diligently undertake and complete the Work to comply in every respect with this Subcontract and the other Contract Documents.

1.3 In addition to the Trade Subcontract the "Contract Documents" shall consist of:

- (a) Subcontractor's Scope of Work annexed hereto as Exhibit A.
- (b) Drawings and Specifications as set forth in the list annexed hereto as Exhibit B.
- (c) Modifications, if any, to Insurance Requirements set forth in the General Conditions which modifications are annexed hereto as Exhibit C.
- (d) Subcontractor 1st time Vendor Set-Up annexed hereto as Exhibit D.
- (e) General Conditions annexed hereto as Exhibit E.
- (f) Partial Waiver of Lien form annexed hereto as Exhibit F.
- (g) General Release and Final Waiver of Lien form annexed hereto as Exhibit G.
- (h) Capital Improvement Tax Certificate, annexed hereto as Exhibit H.
- (i) Joint Check Addendum annexed hereto as Exhibit I.
- (j) Good Neighbor Policy annexed hereto as Exhibit J.
- (k) Storm Water Prevention Program annexed hereto as Exhibit K.

## ARTICLE 2: Certain Obligations of Subcontractor

2.1 Subcontractor affirms that it has visited the site and has become familiar with all conditions at the site. Without limiting any other provision hereof, Subcontractor shall perform the Work and its obligations under this Subcontract in accordance with and subject to each of the provisions of the Contract Documents to the fullest extent that each such provision is applicable to the Work. In the event of any inconsistency between or among the terms and conditions of the Contract Documents, the more restrictive provision or the greater quantity, as applied to Subcontractor, shall govern.

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2.2 Subcontractor represents that it is fully qualified to perform the Work, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to independently investigate and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

2.3 Subcontractor shall undertake and complete the Work to the entire satisfaction of Owner and Contractor. Contractor shall provide Subcontractor with one set of drawings and specifications for the Work. Additional copies of drawings and specifications will be provided at Subcontractor's expense. Owner's Architect may provide such additional drawings, details and explanations as may be necessary to detail and illustrate the Work, and Subcontractor shall conform to and abide by any such drawings, details and explanations, at no additional cost.

2.4 Subcontractor and its Sub-subcontractors (as used in the Contract Documents, the term "Sub-subcontractor" means any subcontractor of Subcontractor and any subcontractor of such Sub-subcontractors of any tier), shall attend coordination meetings as and when scheduled by Contractor and shall participate (or prepare if required elsewhere herein) and cooperate in the preparation of composite drawings detailing the interrelationship of the various components of Subcontractor's Work with the work to be performed by others. Subcontractor acknowledges that the Drawings and Specifications may not be fully coordinated and, as such, Subcontractor recognizes the importance of its participation in the coordination process and preparation (by a designated Subcontractor) of composite drawings.

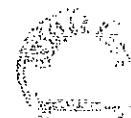
### ARTICLE 3: Terms of Payment

If Subcontractor is making satisfactory progress with the Work in compliance with all requirements of the Contract Documents and is in compliance with all the documentation requirements of the Contract Documents, Contractor, will, following receipt of a properly completed Application for Payment and, if and to the fullest extent permitted by law, contingent upon receipt of payment from Owner, make monthly payments to Subcontractor with thirty (30) days of receipt of an Application for Payment in accordance with Exhibit E, General Conditions. Applications for Payment shall be submitted on or before the 20<sup>th</sup> day of each calendar month.

### ARTICLE 4: Scheduling

Promptly upon execution of this Subcontract, Subcontractor shall commence without delay and shall submit to Contractor a proposed detailed time and manpower schedule ("Subcontractor's Schedule"), providing for completion of the Work within the time and consistent with the milestone dates provided for in Section 7, Scheduling in Exhibit A, which milestone and completion dates are in Subcontractor's reasonable opinion, adequate and sufficient to allow for completion of the Project by the date specified by Contractor. Subcontractor shall take into account the work of all other subcontractors necessary to complete the Project. At Contractor's

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request, Subcontractor shall, from time to time, revise Subcontractor's Schedule and sequences approved by Contractor in accordance with the time and place requirements of the Project as determined by Contractor in its sole and absolute discretion. Contractor shall use Subcontractor's Schedule in its sole and absolute discretion, including, but not limited to, Contractor's planning and scheduling the Project and listing the sequences and dates for completion of the various segments of the Work. Subcontractor shall complete the Work in a timely matter and within Contractor's schedules for the Project and/or any other scheduling requirements directed by Contractor from time to time, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project, and in such a manner as necessary or requested by Contractor from time to time to ensure that Contractor satisfies its obligations in a timely manner under its contract with the Owner. Contractor exclusively shall control scheduling, including the periodic updating thereof, if any, and Subcontractor shall comply therewith. Contractor shall have the right to schedule other work at the same time and in the same areas as Subcontractor's Work. Subcontractor shall coordinate its Work with any other work in such manner as Contractor may direct to avoid conflict or interference with such work of others, shall participate in the preparation of coordinated drawings of congested areas and shall conform the Work to the work of other subcontractors to prevent discrepancies (and to avoid unnecessary cutting or patching) with contiguous work. At its sole discretion, Contractor may schedule Work during a time of, and from time to time during, winter conditions. The determination of when winter conditions exist shall rest exclusively with Contractor.

#### ARTICLE 5: Progress

5.1 Subcontractor shall keep itself informed at all times of the progress of the Work, and of the progress of others whose work may affect, or who may be affected by, its progress. At Contractor's request, Subcontractor shall inform Contractor about materials on hand, progress made in the manufacturing and fabricating of materials for the Work, or any other matters relating to the condition or progress of the Work. Contractor, Owner and Architect and their representatives at all times shall have access to the office, shops and yards of Subcontractor to verify any information about the Work given by Subcontractor.

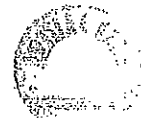
5.2 Subcontractor, upon twenty-four (24) hours notice, in person or by duly authorized representative having power to act and acceptable to Contractor, shall attend, at its own expense, all meetings or conferences that Contractor or Architect may call, at the building site or elsewhere, for the purpose of discussing progress of the Work, safety at the site, or ways to expedite the completion of the Project.

#### ARTICLE 6: Timing

6.1 **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS SUBCONTRACT.** Contractor or Owner or both may sustain financial loss if the whole Project or any part thereof is delayed because Subcontractor fails to perform any part of the Work in accordance with the Contract Documents, or the milestone dates and Substantial and Final Completion dates set forth in the Progress Schedule ("Milestone Dates"), as same may be modified from time to time. Subcontractor shall begin the Work at the time directed by Contractor, and shall

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perform its obligations under this Subcontract with, diligence and with sufficient manpower to maintain the progress of the Work as scheduled, without delaying other trades or areas of work. At the request of Contractor, Subcontractor shall perform certain parts of the Work before other parts, add extra manpower, or, order overtime labor in order to comply with the Progress Schedule, all without any increase in the Contract Price (unless otherwise specifically provided in the Contract Documents).

#### ARTICLE 7: Subcontracts and Purchase Orders

Subcontractor, if it subcontracts any part of the Work, shall enter into agreements with each such Sub-subcontractor substantially similar to this Subcontract and shall require that each such Sub-subcontractor read and expressly agree in writing to be bound by all provisions of the Contract Documents applicable to its portion of the Work. Within five (5) days of the award of this Subcontract or such earlier time as Contractor may direct, Subcontractor shall provide to Contractor a complete list of all its Sub-subcontractors and suppliers for all parts of the Work for Contractor's approval. Subcontractor shall notify Contractor in writing of any proposed changes in its Sub-subcontractors or suppliers not less than five (5) days prior to such change, which notice shall specify the reasons for such proposed change. Without limiting, diminishing or otherwise affecting Subcontractor's obligations hereunder, any such change shall be subject to the approval of Contractor, which approval shall not be unreasonably withheld or delayed. Subcontractor shall ensure that all of its Sub-subcontractors, vendors and suppliers are bound by the General Conditions and Project Schedule.

#### ARTICLE 8: Default and Termination

8.1 Any one or more of the following shall constitute an event of default by Subcontractor:

- A. ~~Subcontractor shall fail or refuse to perform the Work or comply with any term, condition or provision of this Subcontract or of any of the Contract Documents.~~
- B. Subcontractor shall fail or refuse to pay any of its Sub-subcontractors, suppliers or workers for any materials, labor or other things incorporated into, or used in connection with the Work when such payments are due; provided, however, that if Subcontractor disputes the amount due to a worker, Sub-subcontractor, vendor or supplier, and Subcontractor, within two (2) days of the due date of such payment, at its own expense, posts a bond for the disputed payment in amount and form satisfactory to Contractor as security for such payments, then such non-payment shall not constitute an event of default hereunder.
- C. Subcontractor shall abandon the Work or reduce its labor force to a number insufficient, in Contractor's opinion, to complete the Work within the scheduled time.
- D. Subcontractor fails to perform in accordance with the Project Schedule or is unable

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- to provide adequate assurance that it will complete the Work in a timely manner to Contractor's satisfaction.
- E. Subcontractor files for or has been put into bankruptcy under the Federal Bankruptcy Code either voluntarily or involuntarily or similar proceeding under state law, seeks receivership on account of insolvency or makes an assignment for the benefit of creditors.
  - F. Subcontractor fails to provide required bonds in accordance with the General Conditions.
  - G. Without limitation of the foregoing, any of the events described in Exhibit E (the "General Conditions") as an event of default shall occur.
  - H. Subcontractor is in default under any other contract with Owner, Contractor or any companies owned by or affiliated with Owner or Contractor.

8.2 If any event of default described in Section 8.1 above occurs, then Contractor, at its option, at any time may:

8.2.1 Order Subcontractor immediately to comply with any term, condition or provision of this Subcontract or such other Contract Document;

8.2.2 Order Subcontractor, within a specified time, to remove any defective work or materials and to replace such work or materials with satisfactory work or materials;

8.2.3 Accept any defective work or materials and reduce the Contract Price accordingly;

~~8.2.4 Perform or arrange to have performed any of Subcontractor's duties or obligations hereunder, at Subcontractor's cost and expense.~~

8.2.5 Make any payments to satisfy Subcontractor's obligations relating to the Work for labor, materials, equipment, or insurance or other items;

8.2.6 Refuse to make any payments to Subcontractor for Work performed until the event of default is cured to the satisfaction of Contractor; and/or

8.2.7 Upon three (3) days' written notice to Subcontractor, terminate in whole or in part this Subcontract and take possession of all materials, tools, equipment and appliances of Subcontractor and cause all the Work to be finished by whatever means, method or agency which Contractor, in its sole discretion, may choose and take any other steps Contractor, in its sole discretion, may choose to secure any labor, materials, equipment and services and, in any event, Contractor shall have a lien on and may take over all Subcontractor's equipment, tools, appliances and materials (whether on or off-site) and complete the Work; provided, however, that if the default involves any breach of safety laws, regulations or requirements, only one (1) day's written

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notice shall be required.

8.3 If Contractor terminates this Subcontract, as aforesaid, Contractor (to the extent provided herein) shall have no obligation to pay for any Work performed after such termination, and will have no obligation to make any further payments to Subcontractor for Work performed before such termination until the Work has been completed, and accepted by Contractor, and Contractor determines to its complete satisfaction that potential expenses, charges and claims relating to the performance of the Work have been satisfied or satisfactorily bonded over. Such payments to Subcontractor shall in any event be reduced by all amounts due Contractor under the terms of the Contract Documents.

8.4 Contractor's choice of any remedy shall not operate to waive any other rights or remedies of Contractor provided hereunder, or by law, against Subcontractor or its surety. Contractor, at his option, may choose more than one remedy or choose one or more particular remedies at different times.

8.5 In the event of Subcontractor's default, Subcontractor shall pay immediately upon demand, all costs, losses, damages and expenses, including, without limitation, all administrative, architectural/engineering, management, overhead and other direct or indirect expenses, including reasonable attorneys' fees (collectively, the "Costs") incurred by Contractor in connection with and as a result of any default by Subcontractor or the exercise of any right or remedy upon Subcontractor's default. If Subcontractor does not pay the Costs immediately, Contractor may withhold and deduct all Costs from any payments of the Contract Price. If Payments due to Subcontractor for completed portions of the Work are not sufficient to cover the Costs, Subcontractor immediately shall pay to Contractor the full amount of any such excess with interest thereon at the maximum interest rate permitted by law. Subcontractor's liability hereunder shall extend to and include the full amount of Costs incurred and obligations assumed by Contractor in good faith under the reasonable belief that such Costs or obligations were necessary or required, whether actually necessary or required or not (i) in protecting and completing the Work and providing labor, materials, equipment, supplies and other items in connection therewith or in re-contracting the Work, and (ii) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of Work. An itemized statement of such obligations and payments shall be prima facie evidence of Subcontractor's liability.

8.6 This Subcontract may be terminated by Contractor without cause upon five (5) days prior written notice. In the event of such termination, pursuant to this Section 8.6, Subcontractor shall be reimbursed such amount as shall be due Subcontractor for (1) that portion of the Work satisfactorily performed prior to the effective date of termination, and (2) reasonable costs directly incurred (but specifically excluding lost overhead, profits and consequential damages or other lost opportunity costs) as a direct result of such termination; it being understood that in no event shall payments to Subcontractor exceed the Contract Price, as allocated to the Work actually performed, inasmuch as Subcontractor hereby waives any entitlement to quantum meruit.

8.7 In the event a termination for cause under Section 8.2.7 is judged to be improper by binding dispute resolution, then such termination shall be converted to a termination without cause pursuant to Section 8.6 and Contractor's sole liability and Subcontractor's exclusive remedy

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shall be reimbursement as set forth in Section 8.6.

#### ARTICLE 9: No Waiver Except in Writing

No action or failure to act by Contractor shall constitute a waiver of any default in that or any other instance, except to the extent Contractor specifically states in writing.

#### ARTICLE 10: Assignments

10.1 Subcontractor shall not assign this Subcontract, in whole or in part, or hypothecate, pledge or assign any payments due it under this Subcontract, without Contractor's prior written consent, nor shall Subcontractor assign any monies due or to become due to him under this Subcontract without the prior written consent of Contractor which may be withheld in Contractor's sole and absolute discretion. Any such assignment made without the prior written consent of Contractor shall be void and the assignee(s) in any such case shall acquire no rights in this Subcontract. Any such consent, if given, shall not relieve Subcontractor from its obligations under the Contract Documents or change any of the terms thereof.

10.2 This Subcontract may, upon written notice, be assigned to another entity designated by Contractor and/or Owner (as may change from time-to-time) ("Assigned Contractor") without the need for any action by the Contractor, Assigned Contractor, or approval by Subcontractor and in such event Subcontractor agrees to and shall continue to be bound by this Subcontract, and shall look solely to Assigned Contractor for payment and performance hereunder.

10.3 Notwithstanding the provisions of this Article 10, Subcontractor hereby consents to and shall execute customary documents conditionally assigning this Subcontract to Owner and/or Owner's Lender, in the event of a default by Contractor or any Assigned Contractor.

#### ARTICLE 11: Merger

This Subcontract constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Contractor except as stated in the Subcontract. All previous date orders, proposals, bids, letters, oral or written promises and understandings relating to the subject matter of this Subcontract, are hereby declared to be null and void. This Subcontract is complete and shall not be interpreted by any reference to any previous letter, proposal, document or understanding, written or oral, or other document or agreement, except as specifically provided in this Subcontract.

#### ARTICLE 12: Amendments

No amendments to this Subcontract shall change or modify this Subcontract unless in writing and signed by both Contractor and Subcontractor.

#### ARTICLE 13: Captions

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The captions to the provisions of this Subcontract and General Conditions are for convenience only and are not a part of the Contract Documents and shall not be considered in any interpretation thereof.

ARTICLE 14: Notices

Any notice required to be given by the terms and provisions of this Subcontract or by any law or governmental regulation, either by Contractor or Subcontractor (or which either party may desire to give hereunder), shall be in writing and shall be personally delivered or forwarded by overnight express mail or registered or certified mail, return receipt requested, and shall be addressed to the party hereto to whom directed, at its address as follows:

If to Contractor:

Toll Brothers  
New York City Living Division Office  
75 Broad Street, Suite 2100  
New York, NY 10004  
Attn: David Von Spreckelsen, Division President

With Copies to:

Toll Brothers  
New Jersey City Living Division  
95 Christopher Columbus Drive, Floor 12A,  
Jersey City, NJ 07302  
Attn: Thomas Mulvey, President, Toll Brothers City Living

Toll Brothers  
250 Gibraltar Road  
Horsham, PA 19044  
Attn: John McDonald, Esq., Senior Vice President and General Counsel

If to Subcontractor:

Name: R&S United Services Inc.  
Address: 15 Ramble Drive West  
Amityville NY 11701  
Telephone: 631 841 1525  
Fax: 631 841 1529  
Attention: Avi Polischuk





Either party may change the address to which any notice referred to herein is to be sent by giving written notice of such change of address to the other party in the manner provided above. Notice personally delivered or forwarded by overnight express mail pursuant to this Article 16 shall be effective on the date of delivery. Notice given by mail shall be effective on the date of receipt appearing on the return receipt; or, in the absence of a return receipt, the date of attempted delivery.

#### ARTICLE 15: Miscellaneous

15.1 Each of the Exhibits attached hereto is hereby made a part hereof. If any provision of this Subcontract, or the application thereof to any person or situation, to any extent shall be held invalid or unenforceable, the remainder of said Subcontract, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law. All provisions of this Subcontract which by their terms require performance by either party hereto after termination of this Subcontract shall survive any such termination.

15.2 Subcontractor shall provide a competent English-speaking representative who shall be assigned to the site on a full-time basis during the performance of the Work to represent Subcontractor for the purpose of receiving notices, orders and instructions and who will, when requested by Contractor, report upon the progress of the Work.

15.3 This Subcontract and all other Contract Documents shall be construed under the laws of the State of where the Project is located without regard to its conflict of laws principles.

**ARTICLE 16: No Third-Party Beneficiary.** Except as otherwise expressly provided herein, no provision of the Contract Documents shall in any way inure to the benefit of any third party (including the public at large) so as to constitute any such person a third-party beneficiary of this Subcontract, any other Contract Documents or of any one or more of the terms thereof or otherwise give rise to any cause of action in any person not a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

OWNER:

By: 

Print Name: THOMAS MULVEY

Title: PRESIDENT

Date: 05/30/2018

SUBCONTRACTOR:

By: 

Print Name: Avi Polischuk

Title: President

Date: 05/30/2018

EXHIBIT "A"

SCOPE OF WORK

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## EXHIBIT "A" HVAC WATER & AIR Work

Contract for: HVAC WATER & AIR

Project: 77 Charlton St  
New York City, NY

Subcontractor: R&S United Services Inc.

Contractor: Toll NY II, LLC

### Scope of Work

1. It is understood that:
  - 1.1 All defined terms used herein are to have the same meaning as those terms defined in the Trade Subcontract between, R&S United Services Inc. and Toll GC LLC. In the event that there is a discrepancy between the two, the trade Subcontract shall control.
  - 1.2 This Exhibit A (the "Scope of Work") shall supersede and take precedence over all documents, plans, specifications and other items considered part of the contract documents or inferred to be part of the contract documents.
  - 1.3 The intent of this Exhibit "A" is not to delineate the complete scope of work but only to emphasize certain items that were discussed and agreed to during the bid and subsequent award of this Agreement. The Contract Scope of Work is comprised of all of the Contract Documents and whatever is necessary to complete the HVAC WATER & AIR Work in accordance with the drawings and specifications as amended by this Exhibit "A".
  - 1.4 This Exhibit A and its specific contents shall take precedence over the plans and specifications should there be discrepancy between them.
  - 1.5 This Subcontractor acknowledges that the site conditions and cleanliness of the same are of the paramount importance to the Contractor. This Subcontractor shall cooperate and keep all frontages of this job site, areas of material storage and trailer free from trash, litter, detritus and extra or discarded materials. Subcontractor shall be responsible for the cleanliness of the Subcontractors own employees and their waste from breaks, coffee and lunch.
  - 1.6 This is a lump sum price and as such, and unless directed in writing by the Contractor, no additional work shall be accepted as an addition to the contract amount.
  - 1.7 Any work, which may be occasioned on a time and material basis, shall be submitted on the same day the work is carried out. Under no circumstances will time and material tickets be entertained for review if they are not submitted within one business day of when the work takes place.
  - 1.8 Any employee deemed inappropriate or unacceptable by the Construction Manager shall be removed from the project site upon first demand by the Contractor.

Contract for 77 Charlton St HVAC WATER & AIR Work  
Contract between Toll NY II, LLC and R&S UNITED SERVICES INC.  
Contract dated 03/30/2018

Sub Initials  
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## EXHIBIT "A" HVAC WATER & AIR Work

- 1.9 This is a zero tolerance project with respect to drugs and alcohol. Any parties using these substances shall be required to leave the premises upon demand by the Contractor or its representative.
  - 1.10 This subcontractor shall center pile all debris on a daily basis. Containers provided by others.
  - 1.11 Contractor shall have no obligation to provide parking for subcontractor, his employees or agents.
  - 1.12 This subcontractor understands that the word "Provide" as used herein this Exhibit "A" scope of work shall mean "Furnish and installed" by this subcontractor.
2. Scope of Work by the Subcontractor shall include, but not be limited by the following:
- 2.1 Include all HVAC WATER & AIR work (including labor, materials, supervision, equipment, permits, etc. needed to complete installation) as part of the work inclusive of any adjustments, refinements and punch listing that may be required by the Contractor. This Subcontractor shall be responsible for all HVAC WATER & AIR work on this Project as called for on the civil, Plumbing, Sprinkler, Electrical, Mechanical, Architectural, Structural Contract Drawings and respective Specifications.
  - 2.2 Includes all materials, tools, appliances, scaffolds and ladders, lifting devices, screws, fasteners, expendables and each and every item required for a complete and proper job.
  - 2.3 This Subcontractor shall be responsible for all items that are associated with the HVAC WATER & AIR work, whether or not specifically called for in this Scope of Work within the plans and specifications or in the terms of the Contract. This Subcontractor shall include a complete product in every respect.
  - 2.4 This Subcontractor acknowledges that the work must be in compliance with Seismic Code requirements for this area. This Subcontractor shall include all costs for work and materials associated with complying with the Seismic Code in every respect.
  - 2.5 Furnish and install all associated items on equipment, as may be recommended by the manufacturers of said equipment, as required by the contract drawings and/or specifications, or as required by the local authorities having jurisdiction, or as required by the Contractor.
    - 2.5.1 This Scope of Work includes all costs for comeback time to install any equipment at wall, manhole locations including hoist openings and tower crane tiebacks.
  - 2.6 Furnish, receive, handle, install, and pipe approved vertical and horizontal heat pumps and equipment.
    - 2.6.1 Provide sleeves for supply diffuser, diffuser, and return grille, 1 set of construction filters and 1 set of final filters.
    - 2.6.2 Provide top discharge ductwork and diffuser for discharge ductwork

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## EXHIBIT "A" HVAC WATER & AIR Work

- and diffuser for discharge duct, as applicable.
- 2.6.3 Provide local controls for these units, including all thermostats and wiring
  - 2.6.4 Provide all condenser water piping and pumps required to service all heat pumps.
  - 2.6.5 Provide, including receiving and handling all required pumps. Include all required hangars, supports, motor starters, variable frequency drives (VFD's), vibration isolators and pads, etc.
  - 2.6.6 Provide, including receiving and handling, all boilers. Include all work called for in the boiler schedule. Provide all boiler control panels and boiler controls. This Subcontractor shall be responsible for a complete local boiler control system, including all controllers, sensors, conduit, wiring, relays, programming and startup, etc.
    - 2.6.6.1 The electrical subcontractor shall provide power to controllers, starters, and VFD's only.
  - 2.6.7 Provide, including receiving and handling, of the cooling towers and components.
    - 2.6.7.1 Provide all vibration isolators, basin heaters, control panels, piping connections and valves.
    - 2.6.7.2 Provide all required supply, return, equalizer, make-up and drain piping.
    - 2.6.7.3 Furnish and install heat trace, insulate and jacket these exposed condenser water lines on the roof, etc.
    - 2.6.7.4 Provide local controls required to accomplish the designed sequence of operation.
    - 2.6.7.5 Provide controllers, control valves, sensors, conduit and wire required to provide a complete and operating local control system.
      - 2.6.7.5.1 Electrical subcontractor will provide power wiring only.
    - 2.6.7.6 This Subcontractor will coordinate cooling tower requirements with steel dunnage. If support beyond the designed provisions is required, it will be the responsibility of this Subcontractor to provide said support.
      - 2.6.7.6.1 This Subcontractor is responsible for coordinating final locations of this designed dunnage.
  - 2.6.8 Provide all expansion tanks and air separators. Provide drains for the air separators to the floor drains.
  - 2.6.9 Provide all required heating supply, return, and drain piping.
  - 2.6.10 Provide all required condenser water supply, return and drain piping.
  - 2.6.11 Provide all control valves, gate valves, shut off valves, check valves, triple duty valves, circuit setters, strainers, thermometers, gauges, etc.

Contract for 77 Charlton St HVAC WATER & AIR Work  
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## EXHIBIT "A" HVAC WATER & AIR Work

- 2.6.12 Provide all required pipe insulation.
- 2.6.13 Provide make up water connections for boiler and condenser water system.
  - 2.6.13.1 Make up water connections to be within 5' of boiler, 2 independent make up water lines.
- 2.6.14 Provide all vibration isolation for all equipment and on all piping hangers.
- 2.6.15 Provide all local control wiring and interlocking wiring required for a code compliant system.
  - 2.6.15.1 Local controls shall be able to perform the sequence of operation as per the specifications.
  - 2.6.15.2 The electrical subcontractor will provide power wiring to the controller only.
- 2.6.16 Provide a complete local control system for all equipment installed under this contract.
  - 2.6.16.1 This Subcontractor will submit control drawings, components, and engineering data for approval.
  - 2.6.16.2 System shall operate per the engineer's sequence of operation.
  - 2.6.16.3 Subcontractor shall perform all testing and start-up of the system.
  - 2.6.16.4 Provide training on the operation of the systems to the Contractor and building super.
- 2.6.17 Provide all testing and balancing of all water source equipment.
  - 2.6.17.1 Provide all circuit setters required to properly water balance the system, providing applicable reports.
- 2.6.18 Provide heat tracing on all exterior piping installed by this Subcontractor.
  - 2.6.18.1 The electrical subcontractor will provide power connection only.
- 2.6.19 Hot water system piping 2-1/2" or larger shall be schedule 40 steel pipe. All hot water piping outside the mechanical room shall be welded, soft soldered or threaded pipe. No Victaulic piping shall be used outside the boiler room.
- 2.6.20 Hot water system piping 2" and smaller shall be copper L pipe. Copper pipe could be soft soldered and does not need to be brazed. Subcontractor has the option of soft soldering or brazing.
- 2.6.21 All boiler room piping will be welded.
- 2.6.22 All Condenser water piping larger than 2-1/2" shall be welded outside the boiler room. All condenser water piping is acceptable in black steel schedule 40 for pipe, except for the condensate risers which shall be copper.
- 2.6.23 All condenser water piping below 2-1/2" shall be threaded schedule 40 steel.
- 2.6.24 Condenser water supply and return piping does not need to be

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## EXHIBIT "A" HVAC WATER & AIR Work

- insulated.
- 2.6.25 Subcontractor shall install all condensate risers in copper and insulate them with 1" thick fiberglass insulation.
- 2.6.25.1 Using CPVC schedule 80 will be acceptable as long as all applicable codes are satisfied.
- 2.6.26 Cooling tower supply and return express riser shall be welded. These risers will not be insulated.
- 2.6.27 Cooling tower piping outside/exposed on the roof shall be heat traced, insulated and have an aluminum weather proof jacket.
- 2.6.28
- 2.7 Provide sheet metal ductwork for all supply, return, exhausts, sleeves, blank-off and plenums.
- 2.7.1 Provide, including receiving and handling, all required fans. Include all fan accessories, including vibration isolators and guards.
- 2.7.2 Provide all ductwork accessories, including connectors, hangers, safing angles, wire mesh screens, flex connections, etc.
- 2.7.3 Provide all required corridor and common area supply and return ductwork.
- 2.7.4 Provide all rooftop ductwork with specified waterproofing material and supports.
- 2.7.4.1 Provide prefabricated 12" insulated metal curbs at all duct penetrations through the roof. Provide all flashing required to waterproof the ductwork at the curb.
- 2.7.5 All duct thicknesses shall be as per SMACNA standards.
- 2.7.6 Provide all mechanical louvers, insulated blank off panels, and motorized dampers. All louvers shall be submitted for approval of finish, color and type.
- 2.7.6.1 Provide all louvers, except for those glazed in to a window or storefront system.
- 2.7.7 Provide all required boots, fire and smoke dampers, retaining angles, control dampers with actuators, back draft dampers, volume dampers, ductwork access doors, etc.
- 2.7.7.1 All dampers provided by this Subcontractor shall be furnished with factory mounted actuators.
- 2.7.8 Provide all flex connections to fans and horizontal heat pumps.
- 2.7.9 Provide cable operator dampers where possible to eliminate volume dampers and access doors.
- 2.7.10 Provide fire dampers close to the face of grills, where not limited by fire wrap, to eliminate ceiling access doors.
- 2.7.11 Provide required gas meter room.
- 2.7.12 Provide all ductwork insulation.
- 2.7.13 Provide all acoustical liners.
- 2.7.14 Provide two hour rated fire wrap. Fire wrap is required on all horizontal transfers of duct risers not able to receive fire dampers. This Subcontractor shall submit this wrap for approval. Installation

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## EXHIBIT "A" HVAC WATER & AIR Work

- shall be per manufacturer's recommendations.
- 2.7.15 Install all required duct detectors.
    - 2.7.15.1 Detectors will be wired by electrical subcontractor. This Subcontractor will coordinate detector installation with the electrical subcontractor.
    - 2.7.15.2 This Subcontractor will furnish all required duct detectors if not provided by the electrical subcontractor.
  - 2.7.16 Provide all boiler breeching. Flues shall be 100% code compliant, inclusive of all components required to exhaust the boilers.
    - 2.7.16.1 Provide insulation for boiler breeching.
    - 2.7.16.2 Include all testing of boiler breeching as required for code and specification compliance.
  - 2.7.17 Provide all grilles, registers, and diffusers.
    - 2.7.17.1 Vertical heat pump diffusers and return grilles will be furnished and installed by this Subcontractor.
      - 2.7.17.1.1 This Subcontractor shall provide all ductwork and diffusers that attach to the top of the vertical heat pumps.
  - 2.7.18 Provide all required elevator smoke vents, fire and smoke dampers, and louvers required for elevator shaft venting.
  - 2.7.19 Provide dryer exhaust system, complete with wiring and controls work related to this system.
    - 2.7.19.1 Power wiring shall be installed by the electrical subcontractor.
  - 2.8 Additional items
    - 2.8.1 All electric unit heaters and electric convection heaters provided by the electrical subcontractor. No electric unit heaters are required by this Subcontractor.
    - 2.8.2 Provide all roof rails and curbs for all roof work
    - 2.8.3 Provide all testing at specified pressures. All testing shall be witnessed by a Contractor's representative. Provide a log of each individual approved test.
    - 2.8.4 This Subcontractor shall cap all duct and piping when not actively being worked on to prevent dirt, dust, debris and foreign objects from entering the duct/piping systems.
    - 2.8.5 Provide all valve tags and three framed valve tag charts.
    - 2.8.6 Furnish all architect approved access doors required for proper access, for this Subcontractor's work, to be installed by the carpenter subcontractor.
      - 2.8.6.1 Provide door locations, by drawing and field flagging all locations.
    - 2.8.7 Provide a complete chemical cleaning of the entire boiler system and cooling system once the system has been tested and signed off.
    - 2.8.8 Furnish all motor starters, hand-off-auto starters, service disconnects, and VFD's as required.

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## EXHIBIT "A" HVAC WATER & AIR Work

- 2.8.9 Provide all fire-stopping for this contract work.
  - 2.8.9.1 Provide all fire-stopping of all work penetrating through floors and walls to maintain fire rating.
  - 2.8.9.2 Include all patching of fire wrap.
  - 2.8.9.3 Firestop all duct penetrations through all floors and rated walls.
  - 2.8.9.4 If ductwork is installed tight to slab, this Subcontractor will not fire wrap all four sides of the duct work. This Subcontractor will fire wrap the duct by means of an approved three-sided detail.
  - 2.8.9.5 All fire-wrap and fire stopping shall be from a single source, 3M, unless otherwise approved by the Contractor.
- 2.8.10 Include all filings, permits, self-certifications, inspections, engineers reports, final signoffs required to properly complete your work.
  - 2.8.10.1 All testing and inspections as required by the DOB.
  - 2.8.10.2 All controlled inspections for HVAC and boiler sign offs.
  - 2.8.10.3 All boiler inspections and filings of 900A Schedule C.
  - 2.8.10.4 All DOB/DEP/FDNY filings required by agencies.
  - 2.8.10.5 All testing and balancing required by the Contractor and engineer, to contractually meet the TCO, C of O, and DOB requirements.
- 2.8.11 Acquire DOB/FDNY permits for storage/use of compressed gases.
  - 2.8.11.1 Maintain fire extinguishers and fire watch for all hot work.
- 2.8.12 Include all filings, permits, self-certifications, inspections, engineers reports, final signoffs required to properly complete your work.
- 2.8.13 Provide pad layout drawings for any equipment pads required under this contract.
- 2.8.14 Provide sleeve shop drawings for all its ductwork and piping of each floor for coordination and approval.
  - 2.8.14.1 The superstructure subcontractor will fabricate and install all duct opening boxes per this Subcontractor's opening drawings. This Subcontractor will verify boxes have been placed in the correct locations.
  - 2.8.14.2 Openings and sleeves incorrectly laid out, missed, or incorrectly sized, for slabs and CMU & Drywall walls, will be relocated by this Subcontractor at no additional cost to the Contractor. This may require chopping an opening bigger, cutting a new opening, or closing an opening because it is too large. This Subcontractor shall submit to the structural engineer any modifications to concrete for written approval, and shall be responsible for any additional costs for associated with any related structural

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## EXHIBIT "A" HVAC WATER & AIR Work

- repairs.
- 2.8.15 Provide one set of construction filters, to be delivered with the unit upon installation.
  - 2.8.16 Provide one set of MERV 8 permanent filters for all vertical and horizontal heat pumps.
  - 2.8.17 Once construction is completed, this Subcontractor will, clean and install the set of permanent filters, prior to turnover.
  - 2.8.18 Provide factory start-up of all equipment, including but not limited to the vertical and horizontal heat pumps, cooling tower, boilers, pumps, etc.
  - 2.8.19 Provide commissioning of all equipment and systems included as per specifications and manufacturer requirements.
  - 2.8.20 All work shall be sequenced in a manner that all inspections and signoffs can be phased floor by floor.
  - 2.8.21 Contractor will provide the following means of lifting equipment:
    - 2.8.21.1 A material hoist
    - 2.8.21.2 Contractor will provide two scheduled weekends for picking this Subcontractor's equipment with the superstructure subcontractor's mobile crane. This Subcontractor shall schedule and coordinate its equipment deliveries and picks with the superstructure subcontractor, and all other subcontractors that will be also using those weekends for lifting their respective equipment. If this Subcontractor fails to appropriately coordinate and schedule its equipment deliveries to make use of these scheduled weekends, this Subcontractor shall be responsible for lifting its equipment at no additional cost to the Contractor.
  - 2.8.22 Include rigging of all materials that do not fit in provided hoist elevator. This includes all rigging of equipment to be picked using the cranes provided by others.
  - 2.8.23 This Subcontractor shall include receiving, handling and rigging all equipment and material furnished by this Subcontractor, for installation by others. As-builts, operational and maintenance manuals, and Attic stock as specified.
  - 2.8.24 Labor relations to avoid work stoppage.
  - 2.8.25 Replace fall protection if removed by this Subcontractor.
  - 2.8.26 All OSHA approved protection and 10-hour OSHA Certifications for all employees.
  - 2.8.27 All required layout of equipment and materials (axis and benchmark lines provided by Contractor). Any and all overtime or premium time required for a 6-day schedule, including Saturdays if deemed falling behind schedule. All applicable insurances and taxes. Include two out of sequence hoist-line apartments at each floor. Subcontractor is aware that the hoists shall be located on the

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- courtyard face of each tower.
- 2.8.28 Subcontractor shall comply with all federal and local laws regarding noise control. Mufflers, whisperized compressors, etc. shall be used throughout as and when requested by the Contractor or as required by the Authorities having jurisdiction, whether at the local, municipal, county, State or federal levels.
- 2.8.29 Subcontractor will provide all required approved enclosures for fuel storage.
- 2.8.30 This Subcontractor shall include all OSHA, NYC building code and B.E.S.T. Squad safety requirements for construction operations.
- 2.8.31 Subcontractor includes all applicable insurance as required per exhibit "C" of the contract.
- 2.8.32 Subcontractor shall be afforded no parking for the benefit of Subcontractors employees.
- 2.9 Joint check addendum paperwork has been attached to this contract as an exhibit. Subcontractor understands that joint checks will not be issued as the standard form of monthly payments on this project. In the event this subcontractor fails to meet its financial obligations with its suppliers, labor force, etc., and these entities reach out to the Contractor for payment, the Contractor shall have the right to issue joint checks to both this subcontractor and the entity.
- 2.10 This subcontractor understands that it is responsible for the protection and maintenance of all material, tools, and equipment delivered to the job site.
- 2.10.1 Any breakage that occurs prior to the material being installed shall be the responsibility of this subcontractor to replace unless deliberate vandalism is acknowledged by the Contractor.
- 2.11 Included in this agreement is the furnishing and installation of the Work based on the following guarantees all of which are subject to the various definitions of defective materials and workmanship listed in the specification. It is expressly understood that all punch-list items and operating deficiencies in the HVAC WATER & AIR work shall be remedied prior to the acceptance of the work by the Contractor. No guarantee period shall commence until Contractor has accepted the work by way of final payment.
- 2.12 Subcontractor to provide a two (2) year field labor guarantee above and beyond any manufacturer's warranty from TCO of each floor or final acceptance of the work (whichever is later).
- 2.12.1 If any failures occur pertaining to the above warranty items or any related items, this subcontractor shall provide all field and/or shop labor required to remove, discard and replace any defective material.
- 2.13 This Subcontractor shall furnish competent representation at all project meetings, held with the Architect and/or Contractor.
- 2.14 This subcontractor shall be responsible for providing layout for their own work. Contractor will provide a North/South and east/West

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- property lines and benchmark on each floor only.
- 2.15 The base contract price for this agreement shall include all required Workers compensation, General Liability and Auto Insurance as per the limitations and additional insured requirements as set forth by the Contractor. Rigger's liability insurance is specifically included in this contract for this subcontractor's picks and crane time. If this subcontractor provides crane picks for other subcontractors, only certified riggers will be used by that subcontractor and that subcontractor shall be required to sign a hold harmless and indemnification form issued by this subcontractor. The Contractor shall also issue an insurance addendum to that subcontractor so as to have the Owners builders risk policy cover that material in case of damage to said material. Subcontractors shall coordinate with each other as well as the contractor to schedule these picks but crane subcontractor shall not unnecessarily delay picks if properly notified.
- 2.16 The base contract price shall include all applicable taxes.
- 2.17 Retainage will be held at 10% until this Subcontractor has billed 50% complete, after which point no additional retainage shall be held.
- 2.18 This subcontractor will protect its own material onsite during construction. Contractor will not protect its installed work or adjacent property and/or tools, equipment, etc.
- 2.19 This subcontractor will be responsible for field measuring and fabrication of its work per the sizes specified on the contract documents and/or approved shop drawings.
- 3.0 Submittals, shop drawings, testing, manuals, guarantees, warranties, filing, permits, etc:
- 3.1 Subcontractor shall include all modifications to and logical compilation of Subcontractor's specifications, performance and product data, installation and maintenance manuals, etc. as part of the scope of this of this Agreement.
- 3.2 Shop drawings shall be produced in a sequence consistent with job progress as approved by the Contractor. Subcontractor shall submit a shop drawing submittal schedule for the Contractor's approval no later than five (5) business days after execution of the Contract. At a minimum, Subcontractor shall submit electronically produced pdf (unalterable copies) of each drawing along with six (6) prints of each drawing or submittal to Contractor or his designee.
- 3.3 Subcontractor shall agree to maintain contractor's electronic file naming convention for electronic submittals. The convention is as follows:  
Division #-Item #-Revision #\_Date Submitted\_Contractor's Name\_Brief Description.
- 3.4 All design and engineering work for this Subcontractor shall be performed by duly licensed Professional Engineer licensed in the State of New York and other qualified professionals and is subject to approval by Contractor or his designee. Dimensional errors or omissions by this Subcontractor on

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- its submissions are this Subcontractor's responsibility even if Contractor or his designee has provided approval. Subcontractor shall make changes in design or details as required by Contractor or his designee. Subcontractor shall remain solely responsible for the adequacy of the Work, including design, engineering and the production of plans, drawings and specifications, and for compliance with all applicable codes, restrictions, laws, rules and regulations.
- 3.5 This Subcontractor shall prepare and submit three (3) operating and maintenance manuals for all equipment to be submitted for Contractor's review and use.
- 4.0 Coordination:
- 4.1 This Subcontractor shall coordinate the work of this Contract with the work of other trades prior to the installation of the Work. This Subcontractor will not be reimbursed for the cost of field changes required for clearance of other trades work resulting from improper coordination.
- 4.2 This Subcontractor is to coordinate all work with the Contractor to correct work caused by poor or erroneous coordination or delay caused by late submissions of this Subcontractor's shop drawings. This Subcontractor will not be reimbursed for any field changes required for clearance, etc. of the work of other trades resulting from improper coordination.
- 5.0 Safety and Authorities Having Jurisdiction
- 5.1 This Subcontractor shall be responsible for any and all requirements, whether published or a requirement of an inspector from the local government, the County, the State or the Federal authorities presenting themselves as having jurisdiction.
- 5.2 Subcontractor shall in the performance of the work of this Agreement (including temporary protection) fully comply with the requirements of OSHA and fully understands and agrees to assume all responsibility for any New York Department of Buildings, OSHA and any other governmental agency citations, penalties, fines, judgments, work stoppages and resultant legal fees imposed upon the Contractor as a result of Subcontractor's non-compliance. The amount of the cost of any of the aforementioned penalties, work stoppages and legal fees, shall be charged to Subcontractor's account.
- 5.3 All temporary protection methods required by the nature of Subcontractor's work to protect and prevent injury or damage to other persons or property shall be the responsibility of Subcontractor and Subcontractor shall perform its work in such a manner so as to avoid such injury or damage. All personnel shall wear approved hardhats and provide other safety provisions as required by New York City and OSHA.
- 5.4 All subcontractor's employees on site personnel shall have OSHA 10-hour training cards.
- 5.5 Subcontractor must wear personal protective harnesses and tie into the existing leading edge fall protection (i.e D rings on carabineers cast into

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- the concrete at each column) whenever performing perimeter edge work.
- 5.6 Subcontractor shall provide the required flagmen to be utilized to stop vehicular and/or pedestrian traffic during all lifting or hoisting operations as required. During normal operations, this Subcontractor shall limit all operations to the interior of the fence line. Should flagmen be required due to "street crossing" for safety, this Subcontractor shall properly supervise and provide OSHA trained flagmen for same. For trucking entering and leaving the job site, provide adequate supervision and flagmen. Police, if necessary, shall be provided by owner.
- 5.7 Subcontractor will be responsible to obtain any and all permits, other than the general building permit, including but not limited to street or sidewalk closings, crane operations, road closing, etc. as may be required for the performance of this work, and as required by the authorities having jurisdiction.
- 5.8 Subcontractor will maintain safe working conditions throughout. Subcontractor will follow the directives of Contractor and/or Contractor's insurance company's personnel immediately when safety deficiencies are noted.
- 5.9 This Subcontractor shall be responsible for protecting the person and property of the general public from harm and damage caused by his operations.
- 5.10 This Subcontractor shall perform the work in the safest possible manner and erect light and maintain in safe condition all areas of work and include all other safeguards required by any and all laws, codes, ordinances, rules, regulations, and requirements of public authorities, and take all other measures necessary or proper to protect human life and property. All such safeguards shall in all respects be satisfactory to Contractor and comply with all legal requirements.
- 5.11 This Subcontractor's field personnel will be responsible to participate in pre-planning meetings as and when required for the various tasks this Subcontractor will be perform in the field.
- 5.12 Proper work attire shall be required. This shall include but not be limited to proper work boots, pants, shirts, hard hats, etc. No shorts or sleeveless shirts will be allowed. Reflective safety vests shall be worn, regardless of weather, when ever working in or adjacent to the street, when loading, and directing street operations s or in wheel machinery on the street.
- 5.13 All workers will be expected to participate in weekly safety meetings and tool box talks.

### 6 Deliveries, rigging, handling, etc.:

- 6.1 Provide labor to ensure that all tools and materials and temporary staging of any type is removed from their locations if said locations are disrupting the progress of other trades in the opinion of the Contractor. Apartments shall not be used as shanties by this trade in any circumstance unless permitted in writing by the Contractor.

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## EXHIBIT "A" HVAC WATER & AIR Work

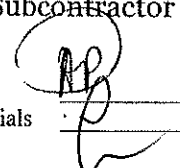
- 6.2 Take care to handle all finished materials and store same in a manner consistent with the manufacturer's requirements. Take all reasonable precautions to ensure that the finished material is located on the project site in areas free from likely damage by others, the elements or other sources impacting these products.
- 6.3 This Subcontractor shall be responsible for all rigging and hoisting of material and equipment and shall coordinate with the Contractor's field personnel.
- 6.4 Subcontractor shall notify Contractor or his designee twenty-four (24) hours in advance of any delivery of material to the Project site.

### 7 Scheduling:

- 7.1 Subcontractor shall not perform Work that creates noise before 7:00 am or after 6:00 pm. on weekdays. Subcontractor shall not perform any Work on Saturday or Sunday without expressed written permission from the New York City Building Department or the Contractor.
- 7.2 Time is of the essence of this Contract. This Subcontractor agrees to complete its work within the schedule parameters and requirements established by the Contract Documents.
- 7.3 This Subcontractor agrees to comply with all requirements of the "the Schedule" as stipulated herein. The Contractor may modify the start dates as indicated on the Schedule. This Subcontractor shall nonetheless comply with the activity sequences and activity durations as indicated on the Schedule, unless directed otherwise by the Contractor. This Subcontractor further agrees to perform such other work as may not be indicated on the Schedule in accordance with such schedule requirements as the Contractor may direct. This Subcontractor shall coordinate its work with all other subcontractors and with the Contractor.
- 7.4 Subcontractor shall furnish a trade payment breakdown (Schedule of Values) within ten (10) days from execution of the Contract for approval by Contractor.
- 7.5 This Subcontractor shall work in such areas where work has been scheduled with a sufficient workforce to complete the work within the scheduled duration. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job.
- 7.6 This Subcontractor understands that it is essential that many of its activities be performed in close coordination with, at the same time as, or in close sequence with the work of other trades. If the Contractor directs that certain work be performed on a certain day and/or at a certain time, this Subcontractor shall arrange to perform the work accordingly. This Subcontractor shall be responsible for any costs arising out of its failure to so perform the work.
- 7.7 If the Contractor directs that the work in certain locations be performed before the work in other locations, or that the work be performed in certain sequences, then this Subcontractor shall perform its work accordingly. In the event that the work in certain areas must be delayed, then this Subcontractor

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- shall perform all of its other work and return to the location(s) when directed to perform the work, which had been delayed. If the Contractor directs that work be left out, this Subcontractor shall leave such work out and return when directed to complete the work left out.
- 7.8 All costs to comply with the schedule requirements described herein are included within the Contract Price. This Subcontractor shall be responsible for all costs arising out of its failure to perform in accordance with these requirements.
- 7.9 There shall be no escalation of price for duration of the Contract, nor there any additional cost due to the delayed start or protracted duration of installation as required by the progress of the project.
- 7.10 Work under this Contract shall commence immediately when directed by the Contractor. This Subcontractor shall proceed when and where directed with sufficient labor and manpower to maintain the Contractor's schedule.
- 7.11 This Subcontractor will submit a detailed construction schedule for this trade's work within one (1) week from request of same by the Contractor, and this schedule shall be further established and coordinated with the Contractor. This Subcontractor will update schedule on a weekly basis to indicate job progress.
- 7.12 This Subcontractor shall provide adequate manpower to keep up with the progress of the job. If any time this Subcontractor falls behind the schedule due to his own fault, he is to immediately commence whatever additional overtime and/or weekend work required to bring the status of his Work back to the schedule approved by the Contractor. If this Subcontractor falls behind schedule due to his own fault, the extra costs including premium time costs for the other trades to make up such lost time shall be the responsibility of this Subcontractor at no additional cost to the Contractor.
- 7.13 Subcontractor shall furnish submittals within two (2) weeks after contract award.
- 7.14 This Subcontractor has reviewed the site logistics plans provided by the Contractor and will accommodate erection in accordance with the schedule on a regular time basis.

### 8 Schedule:

- 8.1 The Subcontractor shall submit the following to The Contractor:
- 8.1.1 Name and experience history of proposed sub-Subcontractors and suppliers
  - 8.1.2 Material availability.
  - 8.1.3 Equipment availability.
  - 8.1.4 Subcontractor's Labor Rate Sheets for all trades and all classifications.
  - 8.1.5 Proposed project manager and field superintendent.
  - 8.1.6 Trade payment breakdown.
- 8.2 The start date for this Subcontractors scope of work:
- 8.2.1 August/September 2018
- 8.3 Mobilization shall be completed within one week of commencement of

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- operations.
- 8.4 Shop drawings shall be submitted within two weeks of award of contract.
- 8.5 Contractor shall be prepared to complete all field installation, including punch lists within 12 months of building top out.
- 8.6 Contractor shall build vertically
- 9 Excluded from the Scope of Work are the following:
- 9.1 Professional liability insurance (E&O) for items not designed by this Subcontractor. Professional Liability insurance is specifically included for items design by this Subcontractor or a sub of this Subcontractor.
- 9.2 Providing a crane for hoisting this Subcontractor's equipment.
- 9.2.1 This Subcontractor shall be responsible for all rigging associated with hoisting of its own equipment.
- 10 Alternate prices:
- 10.1 ADD ALTERNATE:
- 10.1.1 Additional set of filters for all heat pumps in the building.
- 10.1.1.1 [REDACTED]
- 10.1.2 Provide crane and hoisting of HVAC equipment to the roof
- 10.1.2.1 [REDACTED]
- 10.1.3 Spare Chassis
- 10.1.3.1 [REDACTED]
- 10.1.4 Maintenance Contract. Excludes filter changes and apartment maintenance.
- 10.1.4.1 [REDACTED] Per Month (TAX EXCLUDED)
- 10.1.4.2 [REDACTED] Per Year (TAX EXCLUDED)
- 10.2 DEDUCT ALTERNATE:
- 10.2.1 Eliminate fire-stopping work
- 10.2.1.1 [REDACTED]
- 10.3 UNIT RATES
- 10.3.1 Sheetmetal Journeyman
- 10.3.1.1 STANDARD TIME: [REDACTED]
- 10.3.1.2 PREMIUM TIME: [REDACTED]
- 10.3.1.3 OVERTIME: [REDACTED]
- 10.3.2 Steamfitters Journeyman
- 10.3.2.1 STANDARD TIME: [REDACTED]
- 10.3.2.2 PREMIUM TIME: [REDACTED]
- 10.3.2.3 OVERTIME: [REDACTED]
- 10.3.3 Drafting Draftsman
- 10.3.3.1 STANDARD TIME: [REDACTED]
- 10.3.3.2 PREMIUM TIME: [REDACTED]
- 10.3.3.3 OVERTIME: [REDACTED]
- 10.3.4 Insulator Journeyman
- 10.3.4.1 STANDARD TIME: [REDACTED]
- 10.3.4.2 PREMIUM TIME: [REDACTED]

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10.3.4.3 OVERTIME:  
10.3.5 Controls Journeyman  
10.3.5.1 STANDARD TIME:  
10.3.5.2 PREMIUM TIME:  
10.3.5.3 OVERTIME:



END OF "EXHIBIT A" SCOPE OF WORK

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Project in accordance with the Contract Documents. Any and all funds paid to Subcontractor hereunder are hereby declared to constitute trust funds in the hands of Subcontractor, to be applied before application to any other purpose to the payment of: (a) claims of Sub-subcontractors, sub-laborers, suppliers, or other entities performing work and employed directly or indirectly by Subcontractor, (b) to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety bonds and other bonds filed and premiums on insurance accruing during the construction of the Work, and (c) any indemnity obligations of Subcontractor hereunder.

- H. In the event changes or extras to this Subcontract are authorized pursuant to the General Conditions annexed, hereto, Subcontractor shall be entitled to no more than ten (10%) percent of the reasonable cost of the change or extra to cover overhead, supervision, any and all insurance required by the Contract Documents and by law, bond premiums, small tools and profit, unless such mark-up is included within the rates as further outlined in the Scope of Work. Should Subcontractor employ Sub-subcontractors, these Sub-subcontractors shall be likewise limited to 10% mark-up outlined above. Subcontractor shall be limited to a 5% mark-up on Sub-subcontractor's work.

#### Waivers of Lien and Affidavits of Payments

- B. Subcontractor shall, with each Application for Payment submit to Contractor a partial waiver of lien in form approved by Contractor, waiving Subcontractor's right of lien for the Work performed and materials furnished through the date of said Application for Payment. In addition, Subcontractor shall with each Application for Payment furnish an affidavit to Contractor, in form approved by Contractor, verifying that all labor and materials furnished to Subcontractor pursuant to this Subcontract, including all applicable taxes, but less applicable retention, have been paid by Subcontractor up to its last preceding Application for Payment.

- ~~F. Contractor's Approval:~~ Contractor, subject to its right to withhold payment or decline to approve an Application for Payment as hereinafter provided, shall review each of Subcontractor's Application for Payment, together with such supporting documents as Contractor may require (which may include, without limitation, sworn statements), and may certify for payment each such application.

#### Stored Material

- G. (a) Payments for stored material shall only be made if Contractor specifically approves in advance. If payments are to be made on account of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing by Contractor ("Stored Materials"), such payments shall be conditioned upon submission by Subcontractor of bills of sale and such other documents satisfactory to Contractor to establish Owner or Contractor's title to such materials or equipment and otherwise protect the Owner or Contractor's interest, including, without limitation, applicable insurance and transportation to the site.

EXHIBIT "B"

DRAWINGS AND SPECIFICATIONS

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77Charlton - Drawing Log

Spec Section/ Sheet No.	Title	Prepared by:	Release	Date
Drawings:				
GENERAL				
ARCHITECTURAL				
Cover Sheet	Cover Sheet	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-000A	Facade Elevation	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-001	Drawing List	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-002	Drawing List	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-003	Drawing List	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-004	General Building Codes Compliance Notes	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-005	GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-006	ACCESSIBILITY DIAGRAMS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-007	ACCESSIBILITY DIAGRAMS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-010	Site Plan	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-011	2ND AND 3RD-11TH FLR PLANS LIGHT & AIR CALCULATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-012	12TH AND 13TH FLR LIGHT & AIR CALCULATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-013	14TH AND 15TH FLR LIGHT & AIR CALCULATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-015	CELLAR FLOOR LIFE SAFETY PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-016	1ST FLOOR LIFE SAFETY PLAN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-017	A-016 1ST FLOOR LIFE SAFETY PLAN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-018	12TH AND 13TH FLR LIFE SAFETY PLAN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-019	14TH AND 15TH FLR LIFE SAFETY PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-020	ROOF LIFE SAFETY PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-100	OVERALL CELLAR AND GROUND FLOOR PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-101	OVERALL 2ND AND 3RD-11TH FLOOR PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-102	OVERALL 12TH AND 13TH FLOOR PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-103	OVERALL 14TH AND 15TH FLOOR PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-104	OVERALL ROOF AND BULKHEAD PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-110	CELLAR FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-111	CELLAR FLOOR ENLARGED PLAN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-112	CELLAR FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-113	FIRST FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-114	FIRST FLOOR ENLARGED PLAN COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-115	FIRST FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-116	2ND FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-117	2ND FLOOR ENLARGED PLAN COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-118	3RD-11TH FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-120	12TH FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-121	13TH FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-122	14TH FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-123	15TH FLOOR ENLARGED PLAN CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-124	ROOF FLOOR ENLARGED CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-125	BULKHEAD ENLARGED PLANS CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-126	3RD-11TH FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-127	12TH FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-128	13TH FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-129	14TH FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-130	15TH FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-131	ROOF FLOOR ENLARGED PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-132	BULKHEAD ENLARGED PLANS KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-133	BULKHEAD ROOF ENLARGED PLANS KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-200	BUILDING KING ST. & CHARLTON ST. ELEVATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-201	BUILDING COURTYARD ELEVATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-202	BUILDING WEST ELEVATIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-203	BUILDING EAST ELEVATION	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-210	BULKHEAD ENLARGED ELEVATIONS -CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-211	BULKHEAD ENLARGED ELEVATIONS -KING ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-212	STOREFRONT-ENLARGED PLAN AND ELEVATION	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-213	STOREFRONT ENLARGED PLAN AND ELEVATION	S9 ARCHITECTURE	Bulletin #1	01/19/18

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A-230	ENLARGED SECTION AT POOL/PARKING SPACE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-231	ENLARGED SECTION AT POOL LOUNGE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-232	ENLARGED SECTION AT GARDEN SPACE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-300	OVERALL BUILDING WALL SECTIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-301	OVERALL BUILDING WALL SECTIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-302	OVERALL BUILDING WALL SECTIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-303	OVERALL BUILDING WALL SECTIONS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-305	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-306	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-307	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-308	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-309	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-310	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-311	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-313	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-314	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-315	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-316	ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-317	BULKHEAD ENLARGED WALL SECTION DETAILS	GMS	Bulletin #1	01/19/18
A-319	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-320	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-321	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-322	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-323	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-324	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-325	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-326	STOREFRONT ENLARGED SECTIO DETAILS	GMS	Bulletin #1	01/19/18
A-330	STAIR SECTION CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-331	STAIR C & D PLANS CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-332	STAIR SECTION KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-333	STAIR A & B PLANS KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-334	TYP. CONCRETE STAIR DETAILS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-335	ELEVATOR PLANS AND SECTIONS -P1 & P2 SCALE:PAGE:OF 1	J&H	Bulletin #1	01/19/18
A-336	ELEVATOR PLANS AND SECTIONS -P3 & P4 SCALE:PAGE:OF	J&H	Bulletin #1	01/19/18
A-337	ELEVATOR DETAILS	J&H	Bulletin #1	01/19/18
A-340	AUTOMATED PARKING PLANS	KLAUS	Bulletin #1	01/19/18
A-341	AUTOMATED PARKING SECTIONS	KLAUS	Bulletin #1	01/19/18
A-531	FOUNDATION DETAILS	GMS	Bulletin #1	01/19/18
A-532	FOUNDATION DETAILS	GMS	Bulletin #1	01/19/18
A-533	FOUNDATION DETAILS	GMS	Bulletin #1	01/19/18
A-534	FOUNDATION DETAILS	GMS	Bulletin #1	01/19/18
A-405	CELLAR FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-406	CELLAR FLOOR ENLARGED RCP -COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-407	CELLAR FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-408	FIRST FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-409	FIRST FLOOR ENLARGED RCP COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-410	FIRST FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-411	2ND FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-412	2ND FLOOR ENLARGED RCP -COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-413	2ND FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-414	3RD-10TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-414A	11TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-415	12TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-416	13TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-417	14TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-418	15TH FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-419	ROOF FLOOR ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-420	BULKHEAD ENLARGED RCP CHARLTON STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-421	3RD-10TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-421A	3RD-10TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18

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A-422	12TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-423	13TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-424	14TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-425	15TH FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-426	ROOF FLOOR ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-427	BULKHEAD ENLARGED RCP KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-500	TYPICAL PERIMETER DETAILS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-501	REFUSE CHUTE DETAILS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-502	MISC. DETAILS - 1	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-503	MISC. DETAILS - 2	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-504	MISC. DETAILS - 3	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-505	ROOF DETAILS	GMS	Bulletin #1	01/19/18
A-506	ROOF DETAILS	GMS	Bulletin #1	01/19/18
A-507	ROOF DETAILS	GMS	Bulletin #1	01/19/18
A-508	ROOF DETAILS	GMS	Bulletin #1	01/19/18
A-509	ROOF DETAILS	GMS	Bulletin #1	01/19/18
A-510	FACADE DETAILS	GMS	Bulletin #1	01/19/18
A-511	FACADE DETAILS	GMS	Bulletin #1	01/19/18
A-512	FACADE DETAILS	GMS	Bulletin #1	01/19/18
A-513	FACADE DETAILS	GMS	Bulletin #1	01/19/18
A-515	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-516	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-517	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-518	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-519	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-520	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-521	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-522	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-523	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-524	STOREFRONT DETAILS	GMS	Bulletin #1	01/19/18
A-528	WINDOW WALL SYSTEM DETAILS	GMS	Bulletin #1	01/19/18
A-529	WINDOW WALL SYSTEM DETAILS	GMS	Bulletin #1	01/19/18
A-530	WINDOW WALL SYSTEM DETAILS	GMS	Bulletin #1	01/19/18
A-540	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-541	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-542	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-543	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-544	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-545	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-546	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-547	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-548	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-549	PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-550	ENLARGED STOREFRONT PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-551	ENLARGED STOREFRONT PLAN DETAILS	GMS	Bulletin #1	01/19/18
A-560	ENLARGED TRASH COMPACTOR ROOM PLANS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-590	FACILITY PLAN, NOTES, DATA & DETAILS	TRACE	Bulletin #1	01/19/18
A-591	MISCELLANEOUS NOTES, DATA & DETAILS	TRACE	Bulletin #1	01/19/18
A-592	CONSTRUCTION PLAN, DETAILS & SCHEDULES	TRACE	Bulletin #1	01/19/18
A-593	DETAILS & NOTES	TRACE	Bulletin #1	01/19/18
A-594	DETAILS & NOTES	TRACE	Bulletin #1	01/19/18
A-595	PIPING PLAN & EQUIPMENT SCHEDULE	TRACE	Bulletin #1	01/19/18
A-596	MISCELLANEOUS DETAILS & NOTES	TRACE	Bulletin #1	01/19/18
A-597	SAUNA & STEAM ROOM NOTES & DETAILS	TRACE	Bulletin #1	01/19/18
A-598	SAUNA PLAN ELEVATIONS & DETAILS	TRACE	Bulletin #1	01/19/18
A-599	STEAM ROOM PLAN, ELEVATIONS & DETAILS	TRACE	Bulletin #1	01/19/18
A-600	PARTITION TYPES	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-601	PARTITION TYPES 2	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-602	DOOR DETAILS	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-603	DOOR SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18

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A-604	BOH FINISH SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-604A	BOH STAFF ROOM BATHROOM & KITCHEN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-605	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-606	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-607	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-608	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-609	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-610	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-611	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-612	WINDOW SCHEDULE	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-700	CELLAR FLOOR ENLARGED EDGE OF SLAB CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-701	CELLAR FLOOR ENLARGED EDGE OF SLAB PLAN	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-702	CELLAR FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-703	FIRST FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-704	FIRST FLOOR ENLARGED EDGE OF SLAB PLAN COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-705	FIRST FLOOR ENLARGED EDGE OF SLAB PLAN KING ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-706	2ND FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-707	2ND FLOOR ENLARGED EDGE OF SLAB PLAN COURTYARD	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-708	2ND FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-709	3RD-11TH FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-710	12TH FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-711	13TH FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-712	14TH FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-713	15TH FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-714	ROOF FLOOR ENLARGED EDGE OF SLAB PLAN CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-715	BULKHEAD ENLARGED EDGE OF SLAB PLANS CHARLTON ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-716	3RD-11TH FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-717	12TH FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-718	13TH FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-719	14TH FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-720	15TH FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-721	ROOF FLOOR ENLARGED EDGE OF SLAB PLAN KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-722	BULKHEAD ENLARGED EDGE OF SLAB PLANS KING STREET	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-723	BULKHEAD ROOF EDGE OF SLAB KING ST	S9 ARCHITECTURE	Bulletin #1	01/19/18
A-801	FINISH PLAN - OVERALL - CELLAR	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-802	FINISH PLAN - ENLARGED - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-803	FINISH PLAN - ENLARGED - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-804	FINISH PLAN - OVERALL - GROUND FLOOR	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-805	FINISH PLAN - ENLARGED - GROUND FLOOR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-806	FINISH PLAN - ENLARGED - GROUND FLOOR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-807	REFLECTED CEILING PLAN - OVERALL - CELLAR	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-808	REFLECTED CEILING PLAN - OVERALL - GROUND FLOOR	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-810	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-811	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-812	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-813	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-814	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-815	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-816	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-817	ELEVATIONS - CELLAR - NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-820	ELEVATIONS - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-821	ELEVATIONS - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-822	ELEVATIONS - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-823	ELEVATIONS - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-824	ELEVATIONS - CELLAR - SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-830	ELEVATIONS - GROUND FLOOR NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-831	ELEVATIONS - GROUND FLOOR NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-832	ELEVATIONS - GROUND FLOOR NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18

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A-835	ELEVATIONS - GROUND FLOOR SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-836	ELEVATIONS - GROUND FLOOR SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-840	ENLARGED PLANS - CELLAR - LOCKER ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-841	ENLARGED RCP - CELLAR - LOCKER ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-842	ELEVATIONS - CELLAR - LOCKER ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-843	ELEVATIONS - CELLAR - UNISEX BATHROOMS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-844	ELEVATIONS - CELLAR - SAUNA ROOM, STEAM ROOM AND TREATMENT ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-845	ENLARGED PLANS, ELEVATIONS - CELLAR - KITCHEN	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-846	ENLARGED PLANS, ELEVATIONS - CELLAR - PET SPA	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-847	ENLARGED PLANS - CELLAR - SCREENING ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-848	ENLARGED ELEVATIONS - CELLAR - SCREENING ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-850	ENLARGED PLANS, ELEVATIONS - GROUND FLOOR - MAILROOM NORTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-851	ENLARGED PLANS, ELEVATIONS, DETAILS - MAILROOM SOUTH	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-852	ENLARGED PLANS, ELEVATIONS - PACKAGE & POWDER ROOM	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-855	ENLARGED PLANS - SKY LOUNGE	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-856	ELEVATIONS - SKY LOUNGE	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-860	ELEVATOR CAB - PLANS, ELEVATIONS, & DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-866	AMENITY STAIR - ENLARGED PLANS, ELEVATIONS, DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-866	AMENITY STAIR - ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-867	AMENITY STAIR - PLANTERS - PLANS, ELEVATIONS, DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-868	AMENITY STAIR - DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-870	MILLWORK DETAILS - CELLAR & GROUND FLOOR	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-871	MILLWORK DETAILS - GROUND FLOOR - RECEPTION DESK	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-875	AMENITY - TYPICAL DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-876	AMENITY - LIGHTING DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-880	RESIDENTIAL CORRIDOR - PLANS, RCP, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-881	RESIDENTIAL CORRIDOR - DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-890	UNIT - TYPICAL FINISH PLAN, RCP	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-891	UNIT - TYPICAL FINISH PLAN, RCP	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-892	UNIT - TYPICAL LAUNDRY & WINDOW	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-893	UNIT - TYPICAL DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-894	RESIDENTIAL STAIR - ENLARGED PLANS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-895	RESIDENTIAL STAIR - ENLARGED PLANS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-896	RESIDENTIAL STAIR - ENLARGED ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-897	RESIDENTIAL STAIR - DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-900	KITCHEN - PLANS, ELEVATIONS, LEGENDS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-901	KITCHEN - PLANS, ELEVATIONS, LEGENDS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-902	KITCHEN - PLANS, ELEVATIONS, LEGENDS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-903	KITCHEN - PLANS, ELEVATIONS, LEGENDS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-904	KITCHEN - PLANS, ELEVATIONS, LEGENDS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-908	KITCHEN - TYPICAL RCPs	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-908	KITCHEN - TYPICAL DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-910	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-911	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-912	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-913	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-914	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-915	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-916	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-917	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-918	BATHROOM - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-920	BATHROOM - VANITIES - PLANS, ELEVATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
A-921	BATHROOM - TYPICAL DETAILS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18

**ZONING**

Z-001	ZONING ANALYSIS	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-002	ZONING CODE COMPLIANCE	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-004	FRONT ELEVATION - KING STREET - ZONING	S9 ARCHITECTURE	Bulletin #1	01/19/18

Initials

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Spec Section/ Sheet No.	Title	Prepared by:	Release	Date
Z-005	FRONT ELEVATION - CHARLTON STREET - ZONING	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-007	BUILDING SECTION A-A - ZONING	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-008	ZONING FLOOR AREA CALCULATIONS -CELLAR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-009	ZONING FLOOR AREA CALCULATIONS -1ST FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-010	ZONING FLOOR AREA CALCULATIONS -2ND FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-011	ZONING FLOOR AREA CALCULATIONS -3RD-11TH FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-012	ZONING FLOOR AREA CALCULATIONS -12TH FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-013	ZONING FLOOR AREA CALCULATIONS -13TH FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-014	ZONING FLOOR AREA CALCULATIONS -14TH FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-015	ZONING FLOOR AREA CALCULATIONS -15TH FLOOR	S9 ARCHITECTURE	Bulletin #1	01/19/18
Z-016	ZONING FLOOR AREA CALCULATION -ROOF	S9 ARCHITECTURE	Bulletin #1	01/19/18

PAVEMENT PLAN

0	Boundary & Topographic Survey	SULLIVAN DESIGN GROUP LLC		01/19/18
BPP-001	DRAWING TITLE: BUILDERS PAVEMENT PLANS	SULLIVAN DESIGN GROUP LLC	Bulletin #1	01/19/18
BPP-002	BUILDERS PAVEMENT PLANS	SULLIVAN DESIGN GROUP LLC	Bulletin #1	01/19/18
BPP-003	DRAWING TITLE: BUILDERS PAVEMENT PLANS	SULLIVAN DESIGN GROUP LLC	Bulletin #1	01/19/18

ARCS

AR-001 ARCS	SYMBOLS, ABBREVIATIONS AND NOTES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-110 ARCS	CELLAR FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-111 ARCS	CELLAR FLOOR ENLARGED POWER PLAN - COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-112 ARCS	CELLAR FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-113 ARCS	FIRST FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-114 ARCS	FIRST FLOOR ENLARGED POWER PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-115 ARCS	FIRST FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-116 ARCS	2ND FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-118 ARCS	2ND FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-119 ARCS	3RD-10TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-120 ARCS	11TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-121 ARCS	12TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-122 ARCS	13TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-123 ARCS	14TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-124 ARCS	15TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-126 ARCS	BULKHEAD ENLARGED POWER PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-127 ARCS	3RD-10TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-128 ARCS	11TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-129 ARCS	12TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-130 ARCS	13TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-131 ARCS	14TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-132 ARCS	15TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-133 ARCS	ROOF FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AR-134 ARCS	BULKHEAD ENLARGED POWER PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

ELECTRICAL

E-003	LIGHTING FIXTURE SCHEDULES 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-004A	LIGHTING ZONING SCHEDULES #1	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-004B	LIGHTING ZONING SCHEDULES #2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-004C	LIGHTING ZONING SCHEDULES #3	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-004D	LIGHTING ZONING SCHEDULES #4	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-005	APARTMENT LOAD SCHEDULE	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-006	APARTMENT LOAD SCHEDULE	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-110	CELLAR FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-111	CELLAR FLOOR ENLARGED POWER PLAN -COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-112	CELLAR FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-113	FIRST FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-114	FIRST FLOOR ENLARGED POWER PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-115	FIRST FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-116	2ND FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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Spec Section/ Sheet No.	Title	Prepared by:	Release	Date
E-117	2ND FLOOR ENLARGED POWER PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-118	2ND FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-119	3RD-10TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-120	11TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-121	12TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-122	13TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-123	14TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-124	15TH FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-125	ROOF FLOOR ENLARGED POWER PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-126	BULKHEAD ENLARGED POWER PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-127	3RD-10TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-128	11TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-129	12TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-130	13TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-131	14TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-132	15TH FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-133	ROOF FLOOR ENLARGED POWER PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-134	BULKHEAD ENLARGED POWER PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-210	CELLAR FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-211	CELLAR FLOOR ENLARGED LIGHTING CEILING PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-212	CELLAR FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-213	FIRST FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-214	FIRST FLOOR ENLARGED LIGHTING CEILING PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-215	FIRST FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-216	2ND FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-217	2ND FLOOR ENLARGED LIGHTING CEILING PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-218	2ND FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-219	3RD-11TH FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-221	12TH FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-222	13TH FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-223	14TH FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-224	15TH FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-225	ROOF FLOOR ENLARGED LIGHTING CEILING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-226	BULKHEAD ENLARGED LIGHTING CEILING PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-227	3RD-11TH FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-229	12TH FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-230	13TH FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-231	14TH FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-232	15TH FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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Spec Section/ Sheet No.	Title	Prepared by:	Release	Date
E-233	ROOF FLOOR ENLARGED LIGHTING CEILING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-234	BULKHEAD ENLARGED LIGHTING CEILING PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-300	ELECTRICAL-POWER RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-304	ELECTRICAL-WIRELESS ACCESS RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-305	ELECTRICAL-DIMMER RISER	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-306	ELECTRICAL-DIMMER RISER	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-400	ELECTRICAL-LV DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-401	ELECTRICAL-LV DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-600	ELECTRICAL-SCHEDULES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-601	ELECTRICAL-SCHEDULES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
E-700	ELECTRICAL-DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

**FIRE ALARM**

FA-001	FIRE ALARM - SYMBOLS, ABBREVIATIONS AND NOTES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-110	FIRE ALARM - CELLAR FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-111	FIRE ALARM - CELLAR FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-112	FIRE ALARM - CELLAR FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-113	FIRE ALARM - FIRST FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-114	FIRE ALARM - FIRST FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-116	FIRE ALARM - 2ND FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-117	FIRE ALARM - 2ND FLOOR ENLARGED PLAN -COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-118	FIRE ALARM - 2ND FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-119	FIRE ALARM - 3RD-10TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-120	FIRE ALARM - 11TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-121	FIRE ALARM - 12TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-122	FIRE ALARM - 13TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-123	FIRE ALARM - 14TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-124	FIRE ALARM - 15TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-125	FIRE ALARM - ROOF FLOOR ENLARGED CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-126	FIRE ALARM - BULKHEAD ENLARGED PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-127	FIRE ALARM - 3RD-10TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-128	FIRE ALARM - 11TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-129	FIRE ALARM - 12TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-130	FIRE ALARM - 13TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-131	FIRE ALARM - 14TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-132	FIRE ALARM - 15TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-133	FIRE ALARM - ROOF FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-134	FIRE ALARM - BULKHEAD ENLARGED PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
FA-200	FIRE ALARM RISER DIAGRAM SECTION 1	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

**AUDIOVISUAL**

AV-000	AV TITLE SHEET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-001	AV MATRIX	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-110	AV CELLAR PLAN - KING ST.	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-112	AV CELLAR PLAN - CHARLTON ST.	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-113	AV - FIRST FLOOR PLAN -KING ST.	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-115	AV - FIRST FLOOR PLAN -CHARLTON ST.	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-122	AV - 14TH FLOOR PLAN -	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
AV-400	AV - ELEVATIONS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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AV-600	AV - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

MECHANICAL

M-001	MECHANICAL - SYMBOLS, ABBREVIATIONS AND NOTES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-002	MECHANICAL - SCHEDULES #1	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-003	MECHANICAL SCHEDULES #2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-004	MECHANICAL SCHEDULES #3	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-110	MECHANICAL - CELLAR FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-111	MECHANICAL - CELLAR FLOOR ENLARGED PLAN COURTHYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-112	MECHANICAL - CELLAR FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-113	MECHANICAL - FIRST FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-114	MECHANICAL - FIRST FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-115	MECHANICAL - FIRST FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-116	MECHANICAL - 2ND FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-118	MECHANICAL - 2ND FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-119	MECHANICAL - 3RD-10TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-120	MECHANICAL - 11TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-121	MECHANICAL - 12TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-122	MECHANICAL - 13TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-123	MECHANICAL - 14TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-124	MECHANICAL - 15TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-125	MECHANICAL - ROOF FLOOR ENLARGED CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-126	MECHANICAL - BULKHEAD ENLARGED PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-127	MECHANICAL - 3RD-10TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-128	MECHANICAL - 11TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-129	MECHANICAL - 12TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-130	MECHANICAL - 13TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-131	MECHANICAL - 14TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-132	MECHANICAL - 15TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-133	MECHANICAL - ROOF FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-134	MECHANICAL - BULKHEAD ENLARGED PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-210	MECHANICAL - CELLAR FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-211	MECHANICAL - CELLAR FLOOR ENLARGED PIPING PLAN COURTHYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-212	MECHANICAL - CELLAR FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-213	MECHANICAL - FIRST FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-214	MECHANICAL - FIRST FLOOR ENLARGED PIPING PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-215	MECHANICAL - FIRST FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-216	MECHANICAL - 2ND FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-218	MECHANICAL - 2ND FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-219	MECHANICAL - 3RD-10TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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Spec Section/ Sheet No.	Title	Prepared by:	Release	Date
M-220	MECHANICAL - 11TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-221	MECHANICAL - 12TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-222	MECHANICAL - 13TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-223	MECHANICAL - 14TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-224	MECHANICAL - 15TH FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-225	MECHANICAL - ROOF FLOOR ENLARGED PIPING PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-226	MECHANICAL - BULKHEAD ENLARGED PIPING PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-227	MECHANICAL - 3RD-10TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-228	MECHANICAL - 11TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-229	MECHANICAL - 12TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-230	MECHANICAL - 13TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-231	MECHANICAL - 14TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-232	MECHANICAL - 15TH FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-233	MECHANICAL - ROOF FLOOR ENLARGED PIPING PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-234	MECHANICAL - BULKHEAD ENLARGED PIPING PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-301	MECHANICAL AIR RISER DIAGRAM KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-302	MECHANICAL AIR RISER DIAGRAM CHARLTON	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-303	MECHANICAL AIR RISER DIAGRAM CHARLTON 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-304	MECHANICAL AIR RISER DIAGRAM KING STREET 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-305	MECHANICAL WATER RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-306	MECHANICAL WATER RISER DIAGRAM 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-307	MECHANICAL AIR RISER DIAGRAM - COMMON	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-701	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-702	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-703	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-704	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-705	MECHANICAL DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-706	MECHANICAL DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-707	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-708	MECHANICAL - DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
M-709	MECHANICAL DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

PLUMBING

P-001	PLUMBING - SYMBOLS, ABBREVIATIONS AND NOTES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-002	PLUMBING SCHEDULES	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-107	PLUMBING - UNDERGROUND FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-108	PLUMBING - UNDERGROUND FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-109	PLUMBING - UNDERGROUND FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-110	PLUMBING - CELLAR FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-111	PLUMBING - CELLAR FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-112	PLUMBING - CELLAR FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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P-113	PLUMBING - FIRST FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-114	PLUMBING - FIRST FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-115	PLUMBING - FIRST FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-116	PLUMBING - 2ND FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-117	PLUMBING - 2ND FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-118	PLUMBING - 2ND FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-119	PLUMBING - 3RD-10TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-120	PLUMBING - 11TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-121	PLUMBING - 12TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-122	PLUMBING - 13TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-123	PLUMBING - 14TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-124	PLUMBING - 15TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-125	PLUMBING - ROOF FLOOR ENLARGED CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-126	PLUMBING - BULKHEAD ENLARGED PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-127	PLUMBING - 3RD-10TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-128	PLUMBING - 11TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-129	PLUMBING - 12TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-130	PLUMBING - 13TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-131	PLUMBING - 14TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-132	PLUMBING - 15TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-133	PLUMBING - ROOF FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-134	PLUMBING - BULKHEAD ENLARGED PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-200	SANITARY RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-201	SANITARY RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-202	WATER RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-203	WATER RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-204	STORM WATER RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-205	GAS RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-300	PLUMBING - DETAILS 1 OF 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-301	PLUMBING DETAILS 2 OF 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-400	PLUMBING - BACKFLOW PREVENTER PLAN	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-500	SUBSURFACE INJECTIO AND MONITORING WEL NETWORK LAYOUT	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-501	INJECTION AND MONITORING WELL NETWORK LAYOUT	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
P-502	INJECTION AND MONITORING WELL NETWORK DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

**SPRINKLER**

SP/SD-001	SPRINKLER/STANDPIPE -LEAD SHEET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-002	SPRINKLER/STANDPIPE SCHEDULE	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-110	SPRINKLER/STANDPIPE -CELLAR FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-111	SPRINKLER/STANDPIPE -CELLAR FLOOR ENLARGED PLAN	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-112	SPRINKLER/STANDPIPE -CELLAR FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-113	SPRINKLER/STANDPIPE -FIRST FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-114	SPRINKLER/STANDPIPE -FIRST FLOOR ENLARGED PLAN COURTYARD	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-115	SPRINKLER/STANDPIPE -FIRST FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-116	SPRINKLER/STANDPIPE -2ND FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

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SP/SD-118	SPRINKLER/STANDPIPE -2ND FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-119	SPRINKLER/STANDPIPE -3RD-10TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-120	SPRINKLER/STANDPIPE -11TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-121	SPRINKLER/STANDPIPE -12TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-122	SPRINKLER/STANDPIPE -13TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-123	SPRINKLER/STANDPIPE -14TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-124	SPRINKLER/STANDPIPE -15TH FLOOR ENLARGED PLAN CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-125	SPRINKLER/STANDPIPE -ROOF FLOOR ENLARGED CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-126	SPRINKLER/STANDPIPE -BULKHEAD ENLARGED PLANS CHARLTON STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-127	SPRINKLER/STANDPIPE -3RD-10TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-128	SPRINKLER/STANDPIPE -11TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-129	SPRINKLER/STANDPIPE -12TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-130	SPRINKLER/STANDPIPE -13TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-131	SPRINKLER/STANDPIPE -14TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-132	SPRINKLER/STANDPIPE -15TH FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-133	SPRINKLER/STANDPIPE -ROOF FLOOR ENLARGED PLAN KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-134	SPRINKLER/STANDPIPE -BULKHEAD ENLARGED PLANS KING STREET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-200	SPRINKLER/STANDPIPE RISER DIAGRAM	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-300	SPRINKLER/STANDPIPE DETAILS 1 OF 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SP/SD-301	SPRINKLER/STANDPIPE DETAILS 2 OF 2	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-001	TEMPORARY FSP -LEAD SHEET	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-100	TEMPORARY FSP -CELLAR FLOOR PLAN	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-101	TEMPORARY FSP - FIRST FLOOR PLAN	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-103	TEMPORARY FSP - ROOF FLOOR PLAN	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-200	TEMPORARY FSP - RISER DIAGRAM AND DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18
SD-300	TEMPORARY FSP -DETAILS	ETTINGER ENGINEERING ASSOC	Bulletin #1	01/19/18

**SUPPORT OF EXCAVATION**

SOE-001	SUPPORT OF EXCAVATION GENERAL NOTES	PILLORI	Bulletin #1	01/19/18
SOE-002	SUPPORT OF EXCAVATION PLAN VIEW	PILLORI	Bulletin #1	01/19/18
SOE-002A	SUPPORT OF EXCAVATION PLAN VIEW (North)	PILLORI	#N/A	01/00/00
SOE-002B	SUPPORT OF EXCAVATION PLAN VIEW (South)	PILLORI	#N/A	01/00/00
SOE-003	SUPPORT OF EXCAVATION ELEVATION AND SECTION I	PILLORI	Bulletin #1	01/19/18
SOE-004	SUPPORT OF EXCAVATION ELEVATION AND SECTION II	PILLORI	Bulletin #1	01/19/18
SOE-005	SUPPORT OF EXCAVATION SECTION II CONTINUE	PILLORI	Bulletin #1	01/19/18
SOE-006	SUPPORT OF EXCAVATION ELEVATION AND SECTION III	PILLORI	Bulletin #1	01/19/18
SOE-007	SUPPORT OF EXCAVATION ELEVATION AND SECTION IV	PILLORI	Bulletin #1	01/19/18
SOE-007A	SUPPORT OF EXCAVATION ELEVATION AND SECTION V	PILLORI	#N/A	01/00/00
SOE-008	SUPPORT OF EXCAVATION DETAILS	PILLORI	Bulletin #1	01/19/18
SOE-009	MTA LOGISTIC PLAN	PILLORI	Bulletin #1	01/19/18
SOE-010	MTA SUBSURFACE SECTION A-A	PILLORI	Bulletin #1	01/19/18
SOE-011	SUPPORT OF EXCAVATION MTA NOTES	PILLORI	Bulletin #1	01/19/18

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X-001.C	SUPPORT OF EXCAVATION MONITORING PLAN	PILLORI	Bulletin #1	01/19/18

FOUNDATION

FO-001	GENERAL NOTES EGENDS AND ABBREVIATIONS	WSP USA	Bulletin #1	01/19/18
FO-010	SITE PLAN	WSP USA	Bulletin #1	01/19/18
FO-100	FOUNDATION OVERAL PLAN	WSP USA	Bulletin #1	01/19/18
FO-101	FOUNDATION PLAN -PART 1 (CHARLTON S	WSP USA	Bulletin #1	01/19/18
FO-102	FOUNDATION PLAN -PART 2 (COURTYARD)	WSP USA	Bulletin #1	01/19/18
FO-103	FOUNDATION PLAN -PART 3 (KING ST)	WSP USA	Bulletin #1	01/19/18
FO-105	PART PLAN AT HIGH POOL DECK SLAB	WSP USA	Bulletin #1	01/19/18
FO-200	TYPICAL OUNDATION DETAILS 1	WSP USA	Bulletin #1	01/19/18
FO-201	TYPICAL OUNDATION DETAILS 3	WSP USA	Bulletin #1	01/19/18
FO-202	TYPICAL OUNDATION DETAILS 2	WSP USA	Bulletin #1	01/19/18
FO-203	TYPICAL OUNDATION DETAILS 4	WSP USA	Bulletin #1	01/19/18
FO-300	FOUNDATION SECTIONS 1	WSP USA	Bulletin #1	01/19/18
FO-301	FOUNDATION SECTIONS 2	WSP USA	Bulletin #1	01/19/18
FO-310	SITE SECTION	WSP USA	Bulletin #1	01/19/18

STRUCTURE

S-010	FIRST FLOOR OVERALL PLAN	WSP USA	Bulletin #1	01/19/18
S-011	FIRST FLOOR FRAMING PLAN - PART 1 (CHARLTON ST)	WSP USA	Bulletin #1	01/19/18
S-012	FIRST FLOOR FRAMING PLAN - PART 2 (COURTYARD)	WSP USA	Bulletin #1	01/19/18
S-013	FIRST FLOOR FRAMING PLAN - PART 3 (KING ST)	WSP USA	Bulletin #1	01/19/18
S-017	FIRST FLOOR GENERAL ARRANGEMENT PLAN -PART 1 (CHARLTON ST)	WSP USA	Bulletin #1	01/19/18
S-018	FIRST FLOOR GENERAL ARRANGEMENT PLAN -PART 2 (COURTYARD)	WSP USA	Bulletin #1	01/19/18
S-019	FIRST FLOOR GENERAL ARRANGEMENT PLAN -PART 3 (KING ST)	WSP USA	Bulletin #1	01/19/18
S-020	2ND FLOOR OVERALL PLAN	WSP USA	Bulletin #1	01/19/18
S-021	2ND FLOOR FRAMING PLAN - PART 1 (CHARLTON ST)	WSP USA	Bulletin #1	01/19/18
S-022	2ND FLOOR FRAMING PLAN - PART 2 (COURTYARD)	WSP USA	Bulletin #1	01/19/18
S-023	2ND FLOOR FRAMING PLAN - PART 3 (KING ST)	WSP USA	Bulletin #1	01/19/18
S-024	CANOPY FRAMING PLANS, CHARLTON & KING STREET, SECTIONS & DETAILS	WSP USA	Bulletin #1	01/19/18
S-027	2ND FLOOR GENERAL ARRANGEMENT PLAN -PART 1 (CHARLTON ST)	WSP USA	Bulletin #1	01/19/18
S-028	2ND FLOOR GENERAL ARRANGEMENT PLAN -PART 2 (COURTYARD)	WSP USA	Bulletin #1	01/19/18
S-029	2ND FLOOR GENERAL ARRANGEMENT PLAN -PART 3 (KING ST) 2ND FLOOR GENERAL ARRANGEMENT PLAN -PART 3 (KING ST)	WSP USA	Bulletin #1	01/19/18
S-031	3RD-11TH FLOOR FRAMING PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-033	3RD-11TH FLOOR FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-037	3RD-11TH FLOOR GENERAL ARRANGEMENT PLAN-CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-039	3RD-11TH FLOOR GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-121	12TH FLOOR FRAMING PLAN - CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-123	12TH FLOOR FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-127	12TH FLOOR GENERAL ARRANGEMENT PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-129	12TH FLOOR GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-131	13TH FLOOR FRAMING PLAN - CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-133	13TH FLOOR FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-139	13TH FLOOR GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-141	14TH FLOOR FRAMING PLAN - CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-143	14TH FLOOR FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-147	14TH FLOOR GENERAL ARRANGEMENT PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-149	14TH FLOOR GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-151	15TH FLOOR FRAMING PLAN - CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-153	15TH FLOOR FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-157	15TH FLOOR GENERAL ARRANGEMENT PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18

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S-159	15TH FLOOR GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-161	ROOF FRAMING PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-163	ROOF FRAMING PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-167	ROOF GENERAL ARRANGEMENT PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-169	ROOF GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-171	BH-1 & BH-2 FRAMING PLAN - CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-173	BH-1 & BH-2 FRAMING PLAN - KING ST	WSP USA	Bulletin #1	01/19/18
S-177	BH-1 & BH-2 GENERAL ARRANGEMENT PLAN -CHARLTON ST	WSP USA	Bulletin #1	01/19/18
S-179	BH-1 & BH-2 GENERAL ARRANGEMENT PLAN -KING ST	WSP USA	Bulletin #1	01/19/18
S-940	SHEARWALL REINFORCEMENT PLAN - 1	WSP USA	Bulletin #1	01/19/18
S-941	SHEARWALL REINFORCEMENT PLAN - 2	WSP USA	Bulletin #1	01/19/18
S-942	SHEARWALL REINFORCEMENT PLAN - 3	WSP USA	Bulletin #1	01/19/18
S-945	TYPICAL SHEARWALL DETAILS 1	WSP USA	Bulletin #1	01/19/18
S-950	COLUMN SCHEDULE	WSP USA	Bulletin #1	01/19/18
S-951	TYPICAL COLUMN DETAILS	WSP USA	Bulletin #1	01/19/18
S-955	TYPICAL COLUMN DETAILS 1	WSP USA	Bulletin #1	01/19/18
S-960	TYPICAL SUPERSTRUCTURE DETAILS 1	WSP USA	Bulletin #1	01/19/18
S-961	TYPICAL SUPERSTRUCTURE DETAILS 3	WSP USA	Bulletin #1	01/19/18
S-962	TYPICAL SUPERSTRUCTURE DETAILS 2	WSP USA	Bulletin #1	01/19/18
S-963	TYPICAL SUPERSTRUCTURE DETAILS 4	WSP USA	Bulletin #1	01/19/18
S-964	TYPICAL SUPERSTRUCTURE DETAILS 5	WSP USA	Bulletin #1	01/19/18
S-969	TYPICAL MASONRY DETAILS	WSP USA	Bulletin #1	01/19/18
S-970	SUPERSTRUCTURE SECTIONS	WSP USA	Bulletin #1	01/19/18
S-980	TYPICAL STAIR DETAILS 1	WSP USA	Bulletin #1	01/19/18

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00 72 00	GENERAL CONDITIONS	S9 ARCHITECTURE	Datum 0	10/13/17
00 73 00	SUPPLEMENTARY CONDITIONS	S9 ARCHITECTURE	Datum 0	10/13/17
01 11 00	SUMMARY OF WORK	S9 ARCHITECTURE	Datum 0	10/13/17
01 21 00	ALLOWANCES	S9 ARCHITECTURE	Datum 0	10/13/17
01 22 00	UNIT PRICES	S9 ARCHITECTURE	Datum 0	10/13/17
01 23 00	ALTERNATES	S9 ARCHITECTURE	Datum 0	10/13/17
01 31 00	PROJECT MANAGEMENT AND COORDINATION	DAGHER	Datum 0	10/13/17
01 31 19	COORDINATION LEED	DAGHER	Datum 0	10/13/17
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	S9 ARCHITECTURE	Datum 0	10/13/17
01 33 00	SUBMITTAL PROCEDURES	S9 ARCHITECTURE	Datum 0	10/13/17
01 40 00	QUALITY REQUIREMENTS	S9 ARCHITECTURE	Datum 0	10/13/17
01 43 39	MOCK-UPS	S9 ARCHITECTURE	Datum 0	10/13/17
01 50 00	TEMPORARY FACILITIES AND CONTROLS	S9 ARCHITECTURE	Datum 0	10/13/17
01 57 13	LEED TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN	S9 ARCHITECTURE	Datum 0	10/13/17
01 74 19	CONSTRUCTION WASTE MANAGEMENT	DAGHER	Datum 0	10/13/17
01 77 00	PROJECT CLOSEOUT	S9 ARCHITECTURE	Datum 0	10/13/17
01 78 23	OPERATION AND MAINTENANCE DATA	S9 ARCHITECTURE	Datum 0	10/13/17
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS - LEED	DAGHER	Datum 0	10/13/17
01 91 13	GENERAL COMMISSIONING REQUIREMENTS	DAGHER	Datum 0	10/13/17
02 61 13	EXCAVATION AND HANDLING OF CONTAMINATED MATERIAL	LANGAN	Bulletin #1	01/18/18
03 20 00	CONCRETE FOUNDATION WORK	WSP USA	Datum 0	10/13/17
03 30 00	CAST-IN-PLACE CONCRETE	WSP USA	Datum 0	10/13/17
03 33 00	ARCHITECTURAL CONCRETE	WSP USA	Datum 0	10/13/17
04 20 00	UNIT MASONRY	S9 ARCHITECTURE	Datum 0	10/13/17
05 40 00	COLD-FORMED METAL FRAMING	S9 ARCHITECTURE	Datum 0	10/13/17
05 50 00	METAL FABRICATIONS	WSP USA	Datum 0	10/13/17
05 52 13	PIPE AND TUBE RAILINGS	S9 ARCHITECTURE	Datum 0	10/13/17
05 70 00	DECORATIVE METAL	S9 ARCHITECTURE	Datum 0	10/13/17
05 78 00	MISCELLANEOUS LANDSCAPE METALS	FUTURE GREEN	Datum 0	10/13/17
06 10 00	ROUGH CARPENTRY	S9 ARCHITECTURE	Datum 0	10/13/17
06 20 00	FINISH CARPENTRY	S9 ARCHITECTURE	Datum 0	10/13/17
06 20 13	TIMBER PLANTERS AND BENCHES	FUTURE GREEN	Datum 0	10/13/17
06 40 23	ARCHITECTURAL WOODWORK	S9 ARCHITECTURE	Datum 0	10/13/17

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07 08 53	ELECTRONIC LEAK DETECTION - HIGH & LOW VOLTAGE	GMS	Datum 0	10/13/17
07 13 00	SHEET MEMBRANE WATERPROOFING	GMS	Datum 0	10/13/17
07 16 19	DETENTION TANK COATINGS	S9 ARCHITECTURE	Datum 0	10/13/17
07 18 14	MECHANICAL ROOM WATERPROOFING	S9 ARCHITECTURE	Datum 0	10/13/17
07 18 16	VEHICULAR TRAFFIC COATINGS	S9 ARCHITECTURE	Datum 0	10/13/17
07 21 00	THERMAL INSULATION	S9 ARCHITECTURE	Datum 0	10/13/17
07 27 26	FLUID APPLIED AIR BARRIERS	S9 ARCHITECTURE	Datum 0	10/13/17
07 42 13	METAL WALL PANELS	S9 ARCHITECTURE	Datum 0	10/13/17
07 55 00	PROTECTED MODIFIED BITUMEN MEMBRANE ROOFING	GMS	Datum 0	10/13/17
07 55 10	MODIFIED BITUMEN MEMBRANE ROOFING	GMS	Datum 0	10/13/17
07 60 00	FLASHING AND SHEET METAL	S9 ARCHITECTURE	Datum 0	10/13/17
07 72 00	ROOF ACCESSORIES	S9 ARCHITECTURE	Datum 0	10/13/17
07 84 00	FIRESTOPPING	S9 ARCHITECTURE	Datum 0	10/13/17
07 92 00	JOINT SEALANTS	S9 ARCHITECTURE	Datum 0	10/13/17
08 06 71	DOOR HARDWARE SCHEDULE	S9 ARCHITECTURE	Datum 0	10/13/17
08 11 13	HOLLOW METAL DOORS AND FRAMES	S9 ARCHITECTURE	Datum 0	10/13/17
08 14 16	FLUSH WOOD DOORS	S9 ARCHITECTURE	Datum 0	10/13/17
08 16 00	SLIDING METAL SERVICE DOORS	S9 ARCHITECTURE	Datum 0	10/13/17
08 17 00	INTEGRATED DOOR OPENING ASSEMBLIES	S9 ARCHITECTURE	Datum 0	10/13/17
08 31 00	ACCESS DOORS AND PANELS	S9 ARCHITECTURE	Datum 0	10/13/17
08 41 23	FIRE RATED GLASS AND FRAMING SYSTEMS	S9 ARCHITECTURE	Datum 0	10/13/17
08 41 76	SLIDING GLASS WALL SYSTEM	S9 ARCHITECTURE	Datum 0	10/13/17
08 44 00	GLAZED ALUMINUM CURTAIN WALL AND STOREFRONT ENTRANCES	GMS	Datum 0	10/13/17
08 51 13	ALUMINUM AND GLASS WINDOW WALL AND WINDOWS	GMS	Datum 0	10/13/17
08 63 00	METAL FRAMED SKYLIGHTS	N/A	Datum 0	10/13/17
08 71 00	DOOR HARDWARE	S9 ARCHITECTURE	Datum 0	10/13/17
08 81 00	GLASS GLAZING	S9 ARCHITECTURE	Datum 0	10/13/17
08 90 00	LOUVERS AND VENTS	S9 ARCHITECTURE	Datum 0	10/13/17
09 21 16	GYPSUM BOARD ASSEMBLIES	S9 ARCHITECTURE	Datum 0	10/13/17
09 21 17	GYPSUM BOARD SHAFT-WALL ASSEMBLIES	S9 ARCHITECTURE	Datum 0	10/13/17
09 26 00	VENEER PLASTERING	S9 ARCHITECTURE	Datum 0	10/13/17
09 30 13	CERAMIC TILING	S9 ARCHITECTURE	Datum 0	10/13/17
09 30 33	STONE TILING	S9 ARCHITECTURE	Datum 0	10/13/17
09 51 00	ACOUSTICAL CEILINGS	S9 ARCHITECTURE	Datum 0	10/13/17
09 60 13	ACOUSTIC UNDERLAYMENT	S9 ARCHITECTURE	Datum 0	10/13/17
09 64 00	WOOD FLOORING	S9 ARCHITECTURE	Datum 0	10/13/17
09 65 47	NATURAL CORK FLOORING	S9 ARCHITECTURE	Datum 0	10/13/17
09 65 66	RESILIENT ATHLETIC FLOORING	S9 ARCHITECTURE	Datum 0	10/13/17
09 68 16	SHEET CARPETING	S9 ARCHITECTURE	Datum 0	10/13/17
09 72 00	WALL COVERINGS	S9 ARCHITECTURE	Datum 0	10/13/17
09 91 00	PAINING	S9 ARCHITECTURE	Datum 0	10/13/17
09 97 23	CONCRETE COATINGS	S9 ARCHITECTURE	Datum 0	10/13/17
09 98 60	POOL COATINGS	S9 ARCHITECTURE	Datum 0	10/13/17
10 14 11	LIFE SAFETY SIGNAGE	S9 ARCHITECTURE	Datum 0	10/13/17
10 28 00	TOILET, BATH AND LAUNDRY ACCESSORIES	S9 ARCHITECTURE	Datum 0	10/13/17
10 51 00	LOCKERS	S9 ARCHITECTURE	Datum 0	10/13/17
10 52 00	FIRE PROTECTIVE SMOKE CURTAINS	S9 ARCHITECTURE	Datum 0	10/13/17
10 55 00	POSTAL SPECIALTIES	S9 ARCHITECTURE	Datum 0	10/13/17
11 12 00	PARKING CONTROL EQUIPMENT - TO BE DETERMINED	N/A	Datum 0	10/13/17
11 31 00	RESIDENTIAL APPLIANCES	S9 ARCHITECTURE	Datum 0	10/13/17
11 82 26	WASTE COMPACTORS	S9 ARCHITECTURE	Datum 0	10/13/17
12 36 00	COUNTERTOPS	S9 ARCHITECTURE	Datum 0	10/13/17
12 48 13	ENTRANCE FLOOR MATS	S9 ARCHITECTURE	Datum 0	10/13/17
13 11 00	SWIMMING POOLS - TO BE DETERMINED	TRACE	Datum 0	10/13/17
14 00 00	GENERAL ELEVATORS	J&H	Datum 0	10/13/17
14 01 20	ELEVATOR MAINTENANCE	J&H	Datum 0	10/13/17
14 06 20	CONVEYING SYSTEM SCHEDULE	J&H	Datum 0	10/13/17
14 21 00	TRACTION ELEVATORS	J&H	Datum 0	10/13/17
14 45 27	AUTOMATED VEHICLE HANDLING- TO BE DETERMINED	N/A	Datum 0	10/13/17

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14 91 82	TRASH CHUTES	SB ARCHITECTURE	Datum 0	10/13/17
21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 05 13	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 05 48	VIBRATION AND SEISMIC CONTROLS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 11 00	FACILITY FIRE SUPPRESSION WATER SERVICE PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 12 00	FIRE SUPPRESSION STANDPIPES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 13 13	WET-PIPE SPRINKLER SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 13 16	DRY PIPE SPRINKLER SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 31 13	ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 34 00	PRESSURE MAINTENANCE PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
21 39 00	CONTROLLERS FOR FIRE-PUMP DRIVERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 00	COMMON WORK RESULTS FOR PLUMBING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 23	GENERAL DUTY VALVES FOR PLUMBING PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 33	HEAT TRACING FOR PLUMBING PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 48	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 07 00	PLUMBING INSULATION	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 11 13	FACILITY WATER DISTRIBUTION PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 11 16	DOMESTIC WATER PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 11 23,13	DOMESTIC WATER PACKAGED BOOSTER PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 11 24	FACILITY NATURAL GAS PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 13 16	SANITARY WASTE AND VENT PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 13 19	SANITARY WASTE PIPING SPECIALTIES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 13 29	SANITARY SEWAGE PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 14 13	FACILITY STORM DRAINAGE PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 14 29	SUMP PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 35 00	DOMESTIC WATER HEAT EXCHANGERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
22 40 00	PLUMBING FIXTURES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 00	COMMON WORK RESULTS FOR HVAC	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 16	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 19	METERS AND GAGES FOR HVAC PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 33	HEAT TRACING FOR HVAC PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 05 93	TESTING, ADJUSTING AND BALANCING FOR HVAC	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 07 00	HVAC INSULATION	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 08 00	LEED COMMISSIONING REQUIREMENTS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 09 93	SEQUENCE OF OPERATION FOR HVAC CONTROLS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 21 13	HYDRONIC PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 21 23	HYDRONIC PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 23 00	REFRIGERANT PIPING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 25 00	HVAC WATER TREATMENT	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 31 13	METAL DUCTS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 33 00	AIR DUCT ACCESSORIES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17



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23 34 23	HVAC POWER VENTILATORS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 37 13	DIFFUSERS, REGISTERS AND GRILLES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 61 00	BREECHINGS, CHIMNEYS AND STACK	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 62 33	FIRE-TUBE BOILERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 65 00	COOLING TOWERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 81 46	WATER SOURCE UNITARY HEAT PUMPS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 82 16	AIR COILS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
23 82 39	UNIT HEATERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 09 23	LIGHTING CONTROL DEVICES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 22 00	LOW VOLTAGE TRANSFORMERS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 24 13	SWITCHBOARDS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 24 16	PANELBOARDS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 25 00	ENCLOSED BUS ASSEMBLIES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 27 13	ELECTRICITY METERING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 27 26	WIRING DEVICES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 28 13	FUSES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 33 13	NATURAL GAS PACKAGED ENGINE GENERATORS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 36 00	TRANSFER SWITCHES	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
26 50 00	ARCHITECTURAL LIGHTING	VENTRESKA DESIGN LLC	Datum 0	10/13/17
26 51 00	INTERIOR LIGHTING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
27 13 00	COMMUNICATIONS BACKBONE CABLING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
27 15 00	COMMUNICATIONS HORIZONTAL CABLING	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
27 51 23	RESIDENTIAL INTERCOMMUNICATIONS AND PROGRAM SYSTEMS	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
28 13 00	ACCESS CONTROL	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
28 23 00	VIDEO SURVEILLANCE	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
28 31 11	HIGH RISE R2 APARTMENT BUILDING FIRE ALARM SYSTEM	ETTINGER ENGINEERING ASSOC	Datum 0	10/13/17
32 14 00	UNIT PAVERS	FUTURE GREEN	Datum 0	10/13/17
32 40 00	MISCELLANEOUS LANDSCAPE SPECIALTIES	FUTURE GREEN	Datum 0	10/13/17
32 84 00	IRRIGATION	FUTURE GREEN	Datum 0	10/13/17
32 90 00	PLANTING	FUTURE GREEN	Datum 0	10/13/17
32 91 13	PLANTING SOILS	FUTURE GREEN	Datum 0	10/13/17
33 20 00	INJECTION WELLS	LANGAN	Bulletin #1	01/19/18
119 Pages	INTERIOR DESIGN SPECIFICATIONS	INC ARCHITECTURE & DESIGN, PLLC	Bulletin #1	01/19/18
336 Pages	LIGHTING SPECIFICATIONS	VENTRESKA DESIGN LLC	Datum 0	10/13/17

MISC. DOCUMENTS

6 Pages	SITE SAFETY AND LOGISTICS PLANS	MCCOY	Sketches/ Misc. Docs	10/21/16
32 Pages	GEOTECH REPORT	PILLORI	Sketches/ Misc. Docs	02/02/18
2186 Pages	BROWNFIELD RAWP	LANGAN	Sketches/ Misc. Docs	07/24/17
0	SAFETY PROGRAM	0		01/00/00
0	0	0		01/00/00
0	0	0		01/00/00
0	0	0		01/00/00
0	0	0		01/00/00

EXHIBIT "C"

INSURANCE REQUIREMENTS

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 xx/xx/xxxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b>  Insurance Agent / Broker Information Broker Address City, State, ZIP		<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED:</b>  Your Company Name Your Address City, State, ZIP		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Insurance Carrier A	
		INSURER B: Insurance Carrier B	
		INSURER C:	
		INSURER D:	
		INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	POLICY #	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOD AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	X	POLICY #	xx/xx/xx	xx/xx/xx	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB	X	POLICY #	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	POLICY #	xx/xx/xx	xx/xx/xx	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Toll Brothers, Inc., Toll Bros., Inc., their subsidiaries and affiliates are named as additional insureds on the General Liability policy for both ongoing and completed operations and on the Auto Liability policy. The CGL shall contain no exclusions for residential construction, condominiums or multi-family or multi-unit dwellings. Coverage afforded to the additional insured will be primary and non-contributory. A waiver of subrogation applies on all policies in favor of Toll Brothers, Inc., Toll Bros., Inc., their subsidiaries and affiliates.

## CERTIFICATE HOLDER

## CANCELLATION

Toll Brothers, Inc. 250 Gibraltar Rd Horsham, PA 19044	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Exhibit C to Contract

Insurance Requirements

- 1) Prior to commencing the Work, Subcontractor shall maintain at its own expense the following insurance coverages as provided in this Section against claims for injuries to persons or damages to property which may arise out of or result from the performance of the work by the Subcontractor, its Consultants, Subcontractors or Sub-subcontractors, by anyone directly or indirectly employed by any of them, or by anyone, for whose acts any of them may be liable.
- 2) The following policies and coverages shall be furnished by Subcontractor.
  - a) Commercial General Liability Insurance written on an ISO (or comparable) Occurrence per project form including: broad form contractual liability, completed operations and explosion, collapse and underground hazards in the amount of:
    - i) Personal liability, Bodily injury and Property damage  
Each Occurrence \$2,000,000
    - ii) General Aggregate \$4,000,000
    - iii) Products and Completed Operations Aggregate \$4,000,000
  - b) General Liability Deductible or self-insured retention not to exceed \$50,000 on a per occurrence basis, unless agreed to in advance by Owner and Contractor.
  - c) Comprehensive Automobile Liability Insurance to cover owned, long term leased, hired and non-owned automobiles (including medical payments on uninsured motorist's coverages) in the minimum amount of \$2,000,000 Combined Single Limit for Bodily Injury & Property Damage.
  - d) Workers' Compensation Insurance in the amount not less than the limits required by law, with employers' liability insurance, in a minimum amount of \$1,000,000. It shall suffice for the purposes of this subparagraph (d) if Subcontractor holds a New York State Policy and produces a certificate indicating that with respect to its operations outside of New York that the Policyholder's regular New York State Employees are covered. Such certificate must in all other respects conform to the requirements of this Exhibit.
  - e) Excess/Umbrella Liability Insurance providing coverage in excess of the limits specified above for Commercial General Liability, Automobile and Employers Liability Insurance (except Worker's Compensation Insurance) in a minimum amount of \$5,000,000 per occurrence and in the aggregate.
  - f) Liability limits may be obtained using primary and excess policies.
  - g) Such other insurance as Owner or Contractor may reasonably require.



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- 3) The Commercial General Liability, Comprehensive Automobile Liability Insurance and Excess/Umbrella Liability Insurance policies shall be endorsed to include and the certificate of insurance shall reflect the following:
- a) Toll Bros. Inc., Toll Brothers, Inc., its subsidiaries and affiliates are to be included as additional insured on a Primary & Non-contributory basis. On the General Liability and Excess/Umbrella Liability policies this must be accomplished by adding this via Insurance Services Office (ISO) endorsement CG 20 10 11 85 or its equivalent acceptable by the Owner or Contractor.
  - b) Policy must be endorsed to provide sixty (60) days notice of cancellation, Non-Renewal and/or material change to Toll Brothers.
  - c) Waiver of Subrogation endorsement has been attached to all policies.
  - d) Owner reserves the right to add other additional insureds upon written notification. Such notification shall be deemed to be an amendment to the contract.
- 4) Subcontractor's insurance coverage shall be primary insurance with respect to any other insurance or self-insurance programs maintained by Owner and the above mentioned additional insured. There shall be no endorsement or modification of the CGL to make it excess over other available insurance, alternately, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to each additional insured.
- 5) The required policies are to be placed with insurance carriers with a current A.M. Best rating of "A-" or higher and the Financial Size Category (FSC) must be at least VII.
- 6) If Subcontractor, for any reason, fails to maintain insurance coverage, which is required pursuant to the Contract, the same shall be deemed a material breach of Contract. Owner and/or Contractor at its sole option may terminate the Contract and or seek damages from Subcontractor resulting from said breach.
- 7) Within 30 days of signing this agreement and annually thereafter, but before Subcontractor will commence services, Subcontractor shall furnish Owner and Contractor with an Acora form Certificate of Insurance and a copy of the additional insured endorsements and/or appropriate insurance policy language evidencing coverage required under this Agreement. Work cannot commence until the certificates and endorsements are approved by Owner and Contractor. The certificate of insurance and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Owner and Contractor reserve the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required at any time.
- 8) PDF certificates of insurance shall be sent to [sbranca@tollbrothersinc.com](mailto:sbranca@tollbrothersinc.com) with a copy to [jlaguna@tollbrothersinc.com](mailto:jlaguna@tollbrothersinc.com).
- 9) Other Provisions:
- a) The insurance provisions set out above shall not be considered as a limitation of the liability of the Subcontractor.
  - b) All deductibles and self-insured retention amounts are the responsibility of the



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- Subcontractor, and not that of Owner or Contractor.
- c) Except as otherwise provided, it is expressly agreed and understood that the cost of premiums for insurance maintained by Subcontractor shall be at their own expense and shall not be reimbursed by Owner or Contractor.
  - d) The required limits may be satisfied by any combination of primary, umbrella or excess liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form.
  - e) The General Liability coverage required must not contain any of the following policy Exclusions, either by name or with the same intention as:
    - i) Attached products Exclusions (i.e. Townhouses or condominiums)
    - ii) Multi-Unit and Tract Housing Residential Exclusion – (i.e. claims arise from construction operations being performed at a residential subdivision containing more than a specific number of dwelling units built, owned or developed by the same entity are excluded)
    - iii) Height limit, if any, shall be no less than 140 feet.
  - f) The attached questionnaire must be completed by your broker and submitted with the other required documents each time a new insurance submission is required.
- 10) Subcontractor shall cause each subcontractor retained to purchase, obtain and maintain the Required Insurance under this Exhibit C prior to commencing any portion of the Work. Upon request of Contractor, Subcontractor and each of Subcontractor's Subcontractors shall provide Contractor with copies of certificates of insurance evidencing the Required Insurance for each subcontractor. With the exception of Workers' Compensation, and Employers Liability Insurance, such policies shall name Toll Bros. Inc., Toll Brothers, Inc., its subsidiaries and affiliates as additional insured.

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EXHIBIT "D"

VENDOR SET-UP

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**Form W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) **P**  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 6 City, state, and ZIP code \_\_\_\_\_  
 7 List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  
 [ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ]  
 or  
 Employer identification number  
 [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here \_\_\_\_\_ Signature of U.S. person \_\_\_\_\_ Date \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-G (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Form W-9 (Rev. 12-2014)

Page 2

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 6 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Form W-9 (Rev. 12-2014)

Page 3

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.  
**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.  
**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends:
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(b)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 6 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" for any similar indication written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(b)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN and you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Form W-9 (Rev. 12-2014)

Page 4

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(B))	The grantor <sup>3</sup>

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 <sup>5</sup>	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>2</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

<sup>3</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4480 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-386-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [irs.gov](http://irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6108 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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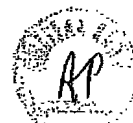


EXHIBIT "E"

GENERAL CONDITIONS

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ARTICLE 1: Subcontractor's Contract Documents

- A. The drawings and specifications are "scope" documents which indicate the general scope of the Project in terms of the architectural design concept, the dimensions of the building(s) or other improvements, the type of structural, mechanical, electrical and utility systems and an outline of major architectural elements of construction. As "scope" documents the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. Contracts and agreements for material will be let on the basis of such documents with the understanding that Subcontractor shall furnish all items required for proper completion of the Work, including all work reasonably inferable from the drawings, specifications and Scope of Work, without adjustment to Contract Price. It is intended that the Work be of sound and quality construction and Subcontractor shall be responsible for the inclusion of adequate amounts to cover installation of items indicated, described or implied in the portion of the Work to be performed by them. Subsequent drawings and specifications required for the reasonable development of the Work may be issued for purposes of construction which will more completely detail all requirements of the Work. Subcontractor must provide all design and engineering work necessary to produce a final working and completely operational design (including details), taking into consideration the design intent, economy, fabrication and installation schedules.
- B. Generally, the Specifications (1) describe work which cannot be readily indicated on the Drawings and (2) indicate types, qualities and methods of installation of the various materials and equipment required for the Work. The Specifications are not intended to mention every item of work which can be adequately shown on the Drawings nor are the Drawings intended to show all items of work described or required by the Specifications even if they could have been shown. All materials or labor for work shown on the Drawings or that is reasonably inferable therefrom as being necessary to produce a finished job shall be provided whether or not the work is expressly covered in the Specifications or on the Drawings.
- C. In the event there is a discrepancy between the various Contract Documents, the document imposing the greater duty or greater quantity shall control. If the difference is between the requirements of the Drawings or Specifications or differences within the Drawings or the Specifications themselves, then they shall be submitted to Contractor who shall decide which of the conflicting requirements shall govern and Subcontractor shall perform work in accordance with such decision and without any change in Contract Price. All the Contract Documents shall be read together as complementary and rights and obligations thereunder shall be cumulative.
- D. The Work includes the complete coordination of the Work with the work of other trades and the complete integration of the various systems furnished and installed as part of this Contract with the systems provided by others. As part of the coordination procedure, Subcontractor shall attend meetings as required by Contractor and provide information for review by other trade subcontractors, as well as review information provided by others. Such coordination shall be done in such a manner as to be expeditious and in no way



causing delay to other trades on the Project in general. Coordination and integration of systems and/or equipment will also include the development of composite drawings, and includes, but is not limited to, the following:

- (a) Location and/or relocation of equipment with the confines of a given space or general area prior to installation to maximize accessibility, serviceability and improve operations as well as resolve conflicts between trades.
- (b) Provide adequate qualified personnel to install, check out and/or verify operation of equipment and/or systems which require the involvement of Subcontractor as defined in the Contract Documents. This includes testing by representatives of the Owner, Architect or Contractor.
- (c) Provide all necessary preparatory work to permit attachment, connection and/or integration of any kind for and/or with the work of other trades. No additional costs will be accepted for any relocations or equipment or appurtenances due to conflicts with existing or new systems.

E. It is understood and agreed that refinement and detailing will be accomplished from time to time with respect to the Drawings and Specifications. No adjustment shall be made to the price or time for completion of the work unless such refinement or detailing results in material changes in the scope of quality, function and/or intent of the Drawings and Specifications not reasonably inferable or anticipatable by a trade contractor of Subcontractor's expertise and experience.

F. By execution of this Subcontract, Subcontractor acknowledges having previously visited the job site to understand and include every aspect of Work required, whether or not shown on the Drawings and Specifications but as required in a Project of this nature. Further, Subcontractor has reviewed the constraints of loading material delivery and material storage and will comply with any and all of Contractor's requirements.

G. Before proceeding with the Work, Subcontractor will use all reasonable efforts to accurately check all previous and surrounding work and dimensions and determine the correctness of the same. Failure of Subcontractor to detect discrepancies and report same to Contractor will relieve Contractor of liability from any and all claims to pay for Subcontractor cost, expense, loss or damage resulting therefrom. Subcontractor shall take, determine, investigate and verify all field measurements, dimensions, field construction criteria and observable conditions (which shall include observable conditions indicated in tests and reports provided to Subcontractor by or through Contractor) for the performance of Work and shall check and coordinate this information with the information contained in the Contract Documents. Subcontractor shall be responsible for determining the exact location of all Work. Subcontractor shall promptly investigate all existing conditions and before such conditions are further disturbed notify Contractor in writing within three (3) days of discovering (i) physical conditions at the job site differing materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the job site of an unusual nature, differing materially from those ordinarily encountered and generally

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recognized as inherent in work of the character provided for in the Contract Documents.

- H. In the event Contract Documents are revised, Subcontractor must notify Contractor of any proposed change to Contract Price in accordance with the General Conditions within ten (10) calendar days from receipt of Contract Documents. ~~If said notice is not made within this time period, then said revised Contract Documents shall become part of contractual obligations with no change in Contract Price.~~ Contractor will calculate the credit where work is deleted.

ARTICLE 2: The Architect

- A. The Architect shall be Owner's representative during the construction period and shall review the Work in progress on behalf of Owner. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work and he will not be responsible for any Subcontractor's failure to carry out the Work in accordance with the Contract Documents.
- B. The Architect shall be the interpreter of the Drawings and Specifications. In the event of dispute, the Architect shall render an impartial decision as to the items to be included within the scope of the work, which decision is advisory only and, shall be, in part, aided by the scope of the Contract Documents.
- C. The Architect shall furnish with reasonable promptness, additional instructions whether by means of drawings or otherwise necessary for the proper execution of the work. All such instructions shall be consistent with the Contract Documents, or approved modifications, or developments thereof and inferable therefrom. The Work shall be executed in conformity therewith and Subcontractor shall do no work without approved drawings and instructions.
- D. Wherever typical parts or sections of the Work are completely detailed on the Drawings and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work parts or sections shown in the outline.
- E. Dimensions shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Subcontractor shall provide field dimensions for Contractor's and Architect's review and approval.
- F. Unless otherwise provided in the Contract Documents, Subcontractor will be furnished, free of charge, one copy of Drawings and Specifications reasonably necessary for the execution of the Work.
- G. All copies of Drawings and Specifications furnished by the Architect are the property of Owner. Such copies are not to be used on any other work or projects whatsoever and, with the exception of any Contract Sets, are to be returned to Owner and Contractor on request

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at the completion of the Work. All models and mock-ups are the property of Owner.

- H. Owner, the Architect and Contractor shall at all times have access to the Work wherever it is in preparation. Subcontractor, its Sub-subcontractors and suppliers, shall provide proper and safe facilities for such access and for inspection at the site, at the place of manufacture or elsewhere.
- I. If the Specifications, the Architect's instructions, Laws, or any public authority require any Work to be specifically tested or reviewed, Subcontractor, through Contractor, shall give the Architect timely written notice of the readiness for inspection.
- J. If any Work has been covered contrary to the specific requirements of the Contract Documents or instructions of Contractor or Architect before it has been observed by Contractor or Architect, such Work must, if required by Contractor or Architect, be uncovered for its observation and replaced and recovered, at the expense of Subcontractor and without reimbursement.
- K. If any questioned Work has been covered up which has not been specifically required to be observed by the Architect prior to being covered, the Architect may request to see the Work in question and it shall be uncovered by Subcontractor as directed. If such Work is found to be in accordance with the requirements of the Contract Documents, the Contractor shall reimburse Subcontractor for the reasonable cost of such uncovering and recovering. If such Work is found to be not in accordance with the Contract Documents, the cost of uncovering, replacement and recovering shall be borne solely by Subcontractor without reimbursement.
- L. Subcontractor shall place its engineering force at the Architect's disposal for field checking during any inspection period. When layouts of the building and site Work are to be made Subcontractor doing such work shall notify the Architect in sufficient time so that the Architect may be present.
- M. The Architect is not authorized to make any changes or modifications in the Contract Documents, to direct additional work not required thereby or to waive the performance by Subcontractor of any requirements of the Contract Documents except as provided therein. Subcontractor shall not carry out any scope changes to the work as a result of changes made by the Architect or shop drawing submissions without advising Contractor of such change and receiving Contractor's consent.
- N. The Architect, Owner and Contractor each will have the authority to reject any of Subcontractor's work which does not conform to the Contract Documents.
- O. The Architect may conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and review written guarantees and related documents required by the Contract Documents and will issue a final Certificate of Payment.
- P. Neither the Architect, Owner nor Contractor will be responsible for the acts, omissions or



performance of Subcontractor; it being expressly understood that neither the presence nor the absence of the Architect, Owner or Contractor on the job shall relieve Subcontractor from responsibility for compliance with the Contract Documents, nor from responsibility for removal and replacement of Work not in accordance therewith.

**ARTICLE 3: Hazardous Material**

- A. In the event Subcontractor encounters on the site material reasonably believed to be asbestos; polychlorinated biphenyls (PCB), lead, heavy metals or other hazardous substances (hereinafter called "Hazardous Material") which has not been rendered harmless, Subcontractor shall immediately stop Work in the area affected and report the condition to Contractor in writing. The Work in the affected area shall not thereafter be resumed except at Contractor's direction.
- B. Prior to commencement of the Work, Subcontractor shall require manufacturers of all materials and equipment for the Work to provide certifications, warranties, Material Safety Data Sheets ("MSDS") or statements that such materials or equipment (1) are free of Hazardous Materials, or (2) contain specific amounts of Hazardous Materials and recommendations regarding handling such. Such certifications, warranties, MSDS or statements shall be in writing in a form acceptable to Contractor, and shall be forwarded by Contractor to the Architect. If the Manufacturer states that a material or equipment contains Hazardous Materials, Contractor shall be afforded adequate and timely opportunity to order that other materials be substituted without causing delay to the Project.

**ARTICLE 4: Subcontractor's Responsibilities**

- A. Unless specifically noted to the contrary in the Scope of Work.
- B. Subcontractor agrees:
1. It shall at all times enforce strict discipline and good order among its Sub-subcontractors, suppliers and employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
  2. Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in this Subcontract, Subcontractor shall use all necessary means to discover any defect in such other work and shall allow Contractor or other subcontractors as Contractor elects a reasonable amount of time to remedy such defects. If Subcontractor proceeds with its Work it shall be considered to have accepted such other work, unless Subcontractor shall have proceeded pursuant to instructions in writing by Contractor over Subcontractor's written objection.
  3. To submit to Contractor promptly when requested by Contractor information with respect to the names, responsibilities and titles of the principal members of Subcontractor's staff.



4. To furnish at its expense its own temporary facilities for storage except those specifically agreed to be furnished to him by Contractor in the Subcontract. Subcontractor's shanties, material, trailers, storage rooms, field offices, etc. ("Field Facilities") will be placed in locations designated by Contractor. All services to Field Facilities will be provided by Subcontractor, including temporary fire protection. When it becomes necessary, due to the progress of the Project, for Subcontractor to relocate its field operations, including any Field Facilities, Subcontractor will do so in an expeditious manner and at no additional cost. The construction of Field Facilities will be of fireproof material only with walls extending to the underside of the slab above (i.e., concrete or gypsum block, rated drywall or sheet metal), contain a minimum of one (1) 20 lb. dry ABC Fire Extinguisher and comply with any applicable federal, state or local requirements. Subcontractor shall remove all of its Field Facilities within seven (7) days of written notification from Architect, Owner or Contractor and in conformance with all Laws. If Subcontractor fails to remove its Field Facilities within seven (7) days of written notification by Architect, Owner or Contractor, Contractor shall have the right but not the obligation to remove Field Facilities with all costs back charged to Subcontractor's account. Subcontractor shall place trash in containers if it has provided for that purpose and keep its work areas neat, clean and free of rubbish and fire hazards. Should Subcontractor fail to maintain proper housekeeping in Contractor's opinion, Contractor shall have the right but not the obligation to clean the area with all costs incurred back charged to Subcontractor's account.
5. To lay out all Work and be responsible for all lines, elevations, and measurements of the work. Subcontractor shall be responsible for all field dimensions prior to fabrication of the Work. Subcontractor must verify the figures shown on drawings before laying out the Work and shall be responsible for any error resulting from the failure to exercise such precaution.
6. To pay Contractor's reasonable charges caused by the fault or negligence of Subcontractor.
7. To comply with all Laws, including, without limitation, paying prevailing wages as may be required, OSHA and those of other authorities having jurisdiction of the safety of persons or property; and to pay fines or penalties imposed for violation thereof. Subcontractor accepts responsibility of any and all fines relating to the Work, as may be imposed by authorities having jurisdiction and shall indemnify Owner and Contractor against any loss or expense consequent to fine or violations pertaining to Subcontractor's performance.
8. Not to display on the Work or, on or about the Project Site any sign, trademark or other advertisement, and to remove everything of an advertising nature when so directed by Contractor.
9. Before Subcontractor employs any Sub-subcontractor, the name of such Sub-

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subcontractor shall be submitted to Contractor in advance for its acceptance or rejection and no Sub-subcontractor shall be employed except those who have been accepted by Contractor in accordance with such submission. Such submissions and such approvals shall be in writing. For all purposes hereof, each Sub-subcontractor shall be bound by all of the provisions of the Contract Documents and Subcontractor shall be fully responsible for all the acts, omissions and performance of its Sub-subcontractors and their suppliers and all persons either directly or indirectly employed by any of the foregoing, and for all the work performed by any of the foregoing.

10. In the event of any dispute as to whether or not any portion of the Work is within the Scope of the Work to be performed by Subcontractor or any dispute as to whether or not Subcontractor is entitled to a Change Order for any work requested of him, Subcontractor shall continue to proceed diligently with the performance as required by Contractor and the resolution with respect to whether or not Subcontractor shall be paid therefore shall be determined by the respective parties with reasonable promptness, but in no event shall delay in such determination excuse prompt performance of the work requested.
  11. Should the Work require the removal or displacement of any barricade, railing or other means of protection, Subcontractor shall replace or reinstall the item in question immediately upon completion of the work which necessitated the removal or displacement, but not later than the end of the work day regardless of whether the item of Work is completed or not. Similarly, Subcontractor must not leave such areas unattended and shall be fully responsible for any damages, injury, citations, fines, penalties, etc., resulting from such negligence or omission.
- C. Contractor and Owner reserve the right to let other contracts in connection with the Project. Subcontractor shall afford other subcontractors reasonable opportunity for introduction and storage of their materials and for the execution of their work.
- D. As the Work progresses, Subcontractor shall maintain in the field an up-to date set of as-built drawings showing all Work, including but not limited to steam conduits, sewers, water, gas, or other piping, conduits, cable, similar structures, piping, gas and water curb boxes, valves, steam loops, electric splices or pull boxes. Subcontractor shall record final and actual sizes, locations and elevations of all Work by figures and offset distances, in feet and inches, to permanent improvements such as buildings, retaining walls, or curbs. Sufficient measurements shall be given to locate and define all structures. Include all bends, valves, ends of sewers, existing lines and other items which may be exposed due to installation of the plumbing, heating and electrical work. At the completion of the work, Subcontractor shall deliver to Contractor accurate as-built drawings on media and in format directed by Contractor. These shall be properly titled, dated and signed by Subcontractor and duly certified by Subcontractor as correct. Subcontractor shall prepare four (4) complete sets of manufacturer's catalogues, operating and maintenance instruction and other similar data, including the necessary photographic cuts, diagrams and value charts covering all plumbing, sprinklers and electrical, mechanical and manually operated devices

*As-Built of our Work only*

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furnished or installed as part of Subcontractor's work."

E.

In order to provide for the uninterrupted and efficient construction of the Project in accordance with the approved construction schedule and contract sum, Subcontractor agrees that it shall only employ or otherwise utilize such labor in the performance of its work (the "labor force") that will work in harmony with all others working on or associated with the Project. Subcontractor shall be responsible for labor disputes arising from failure of the labor force to work in harmony with each other and with the labor and trades of other contractors and/or subcontractors on the Project, including without limitation such disputes arising from any use of both union labor and non-union labor on the Project. Subcontractor shall be responsible for taking all available measures to settle any labor disputes that may arise and for insuring job continuity. Labor disturbances shall not result in any extension to the approved construction schedule and/or increase in the contract sum.

In the event that Subcontractor employs or otherwise hires union labor, Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that Subcontractor shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article 4 shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. If required by the Scope of Work, Subcontractor shall execute and be bound by all terms and conditions of a Project Labor Agreement applicable to the Project.

Should Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other rights and remedies provided by the Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of Subcontractor, to terminate this Subcontract or any part thereof or the employment of Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Project Site and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article 8 of the Subcontract.

Subcontractor's adherence to the provisions set forth above is a material obligation of the Subcontract.

F.

Subcontractor shall employ upon all parts of the work competent and trustworthy workers, including an expert and reliable foreman or superintendent. Subcontractor shall not employ workers or means which may cause strikes, stoppages, or similar trouble by workers whose services affect the progress of the Work. Should Contractor at any time give notice in writing to Subcontractor or its representative that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the work, or whom Contractor deems incompetent or a hindrance to the proper progress of the Project, such employee shall at once be dismissed and not again be allowed to engage in any part of the Work.

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G. The books and records of Subcontractor, as they relate to the Project, shall be maintained in a condition that will be auditable at any time and from time to time by Owner and Contractor. Subcontractor shall keep in accordance with generally accepted accounting principles, accurate records of account with respect to all costs allocable to the Work. Subcontractor shall maintain and make available upon request, for a period six (6) years after Final Payment, the contract, books, documents and records necessary to certify the nature and extent of the costs of the Work and demonstrate compliance with Laws and the requirements of the Contract Documents, including, without limitation, those set forth in Article 20 of these General Conditions when requested by Owner or Contractor, or any of their duly authorized representatives. Subcontractor shall make all contracts and all such records and invoices, vouchers, purchase orders, time sheets, receipts, subcontracts, documents and any other information pertaining to the performance or furnishing of the Work available for inspection and audit by Contractor or Owner, or any designee thereof, from time to time at the request of Owner or Contractor in order to substantiate claims with respect to change orders, records relating to change orders shall be so maintained as to permit the cost of the change order work to be clearly distinguishable from all other costs. Copies of canceled checks evidencing payment to Sub-subcontractors and suppliers shall be supplied upon request.

*others.* (A.P.) *m* *Q*  
H. Initial protection of openings is by Subcontractor unless specifically noted otherwise in Exhibit A - Scope of Work. If Subcontractor removes any protection in order to perform work, it shall during the course of its work provide whatever safety planking and temporary protection is necessary to protect all openings in accordance with the regulations of all governmental agencies having jurisdiction.

I. Subcontractor shall immediately replace any protection removed for any reason. Should Subcontractor remove protection for the installation of its work, Subcontractor shall provide manpower to continually safeguard opening until temporary protection is reinstalled by Subcontractor. Failure to replace protection will result in Subcontractor being charged for cost of replacement by others.

#### ARTICLE 5: Legal Obligations

- A. Subcontractor shall comply, at its own expense, with all Laws relating to the terms and conditions of employment of any employee who is employed in connection with the work to be performed under the Subcontract, including without limitation by reason of specification, the applicable provisions of the Construction Safety Act, Fair Labor Standards Act, the Fair Employment Practices Law, the Equal Pay Act, and Americans with Disabilities Act, all as amended from time to time.
- B. Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin, and shall take affirmative action and cause all of its respective Sub-subcontractors of any tier to take affirmative action to afford equal employment opportunities without discrimination because of race, creed, color, sex, handicap or national origin. Such action shall be taken with reference;

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but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship or on-the-job training.

- C. Subcontractor shall comply, at its own expense, with all plans, guidelines and policy determinations relating to the employment of minority groups, established by any public authority or trade association, or any other appropriate organization designated by Contractor.
- D. Subcontractor shall obtain and pay for all permits, licenses and certificates of inspection necessary for the prosecution and completion of the Work. Subcontractor shall give all notices and comply with all Laws bearing on the conduct of the Work, including, without limitation, OSHA, and shall be solely responsible for all loss, cost, damage or expense (including attorney's fees) arising out of its failure to give any such notices or to so comply. If Subcontractor observes that the Drawings and/or Specifications are at variance therewith, it shall promptly notify Contractor and the Architect in writing and any necessary changes shall be made in accordance with the General Conditions.
- E. Without limitation of any other provision hereof, if Subcontractor performs any Work which is contrary to any laws, ordinances, codes, rules or regulations, he shall make all changes as required to comply therewith and bear all costs arising therefrom without additional reimbursement.
- F. Subcontractor shall pay all royalties and license fees applicable to the Work. Subcontractor shall defend and shall indemnify and save Owner, Contractor and Architect harmless from any and all suits, demands, or claims for infringement of any patent rights except if a particular design, process or product is specified in the Contract Documents. If such specification is made and Subcontractor has reason to believe it is an infringement of a patent, Subcontractor shall notify Contractor and the Architect.
- G. The review by the Architect or Contractor of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work, and shall not be deemed an approval thereof for use by Subcontractor in violation of any patent or other rights of any third person.
- H. Without limitation of any other provision hereof, Subcontractor shall cooperate with the other contractors and with Contractor in connection with compliance with regulations of OSHA, including as may be relevant, appealing decisions, performing corrective work on the Work within abatement periods, appealing from or requesting extensions or abatement periods when work has been done by other contractors, and furnishing such supporting information or material as may be necessary to fully protect the rights of Owner, Contractor, and other contractors on pending or prospective violation orders.
- I. CODE OF ETHICS. Contractor shall notify Toll, either through its General Counsel at 215-938-8122 or anonymously by either calling 1-877-628-7892 or on line at

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<https://tollbrothers.alertline.com/gcs/welcome> of any illegal, unethical, or other improper conduct by any Toll employee or subcontractor, including, but not limited to, violations by a Toll employee or subcontractor of Toll Brothers' Code of Ethics and Business Conduct (found at: [http://www.tollbrothers.com/pdfs/ethics\\_policy.pdf](http://www.tollbrothers.com/pdfs/ethics_policy.pdf)), including but not limited to requests to provide goods or services for free or at discounts. Contractor shall include this provision in all of its subcontracts and make all of its employees and subcontractors aware of this requirement. Toll and Contractor agree that neither will take any retaliatory action against Contractor, employees or subcontractors as a result of providing any notification to Toll pursuant to this Section.

#### ARTICLE 6: Testing and Inspection

- A. Contractor may retain the services of a testing laboratory to perform tests and make the required inspections and reports as specified in the various sections of the Specifications or as required by the Architect in the case of a question as to the strength or suitability of materials. Testing laboratories shall be responsible for conducting and interpreting the tests. A copy of each test report shall be made available to Subcontractor.
- B. The testing of interior and exterior piping systems and mechanical equipment and the testing of electrical wiring systems and electrical equipment, as specified under the mechanical and electrical sections of the Specifications, shall be done by Subcontractor at its own expense. Subcontractor is to notify the Architect and Contractor of such tests at least three (3) days in advance.
- C. The cost of testing services solely for the convenience of Subcontractor in its scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the work shall be borne solely by Subcontractor.
- D. The nature and scope of testing services performed by agencies retained by Contractor or Subcontractor shall be in accordance with requirements of governing authorities having jurisdiction over the work and as otherwise specified, and shall be consistent with reasonable standards of engineering practice. All testing laboratories and companies shall be subject to Contractor's prior approval.
- E. If, in the performance of any testing, control, balancing, adjusting or similar work to be performed by Subcontractor or any agent of Subcontractor, it is the opinion of Contractor or the Architect that Subcontractor or said agent has failed to substantiate its ability to perform such work, Subcontractor shall, at its expense, retain the services of a testing laboratory or service organization satisfactory to Contractor for the performance of such work.
- F. If after the commencement of the Work the Architect determines that any of the Work requires special inspection, testing or approval, the Architect will, upon written authorization from Contractor order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the

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Work, with laws, ordinances, codes, rules, regulations or orders of any public authority having jurisdiction, Subcontractor shall bear all costs thereof, including the Architect's and Contractor's additional services made necessary by such failure. Otherwise Contractor shall bear such costs and an appropriate Change Order shall be issued.

- G. Neither the observations of the Architect, nor Contractor in their administration of the Subcontract, nor inspections, tests or approvals by persons other than Subcontractor, shall relieve Subcontractor from its obligations to perform the work in accordance with the Contract Documents.

**ARTICLE 7: Guarantees**

- A. Subcontractor guarantees to Contractor that the Work and all materials and equipment furnished therein under the Subcontract shall be of good quality, new and free from defects in materials and workmanship and shall conform to the requirements of the Contract Documents for a period of two (2) years from the date of final payment by Contractor or for a longer period if so specified in the Contract Documents, provided, however, that if the Work and any materials or equipment incorporated therein is found after such final payment not to comply with the Contract Documents, the guarantee period thereon shall commence on the date it is corrected to comply to Contractor's satisfaction with the Contract Documents. Additionally, Subcontractor shall guarantee the Work and the materials and equipment therein in accordance with any special warranties that may be set forth in the Contract Documents. Delivery of Subcontractor's guarantee is one of the conditions to Subcontractor's final payment, and by execution of this Subcontract, Subcontractor consents to the assignment of all guarantees and warranties to Contractor.
- B. Subcontractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials, equipment and otherwise in the Work which may develop within any guarantee periods, and also make good any damage to other work caused by the repairing of such defects at his own expense, and without reimbursement under the Subcontract.
- C. The foregoing remedies shall not deprive Contractor of any action, right, or remedy otherwise available to it for breach of any of the provisions of the Contract Documents by Subcontractor and the periods referred to above, or such longer time as may be specified elsewhere, shall not be construed as a limitation on the time in which Contractor may pursue such other action, right or remedy against Subcontractor, nor Subcontractor's responsibility to have complied with the Contract Documents.
- D. Subcontractor shall furnish a written guarantee to Contractor at the completion of the Project and prior to receiving final payment. The guarantee shall read as follows:
1. Subcontractor guarantees that all Work is and will remain free from defects in workmanship and materials for a period of two (2) years from the date of Final Payment, and that Subcontractor agrees that it will, at its own expense, repair and replace all defective work and all other work damaged thereby, which becomes

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- effective during the term of this guarantee at a time and in a manner convenient to Contractor.
2. This guarantee shall be in addition to any other guarantees called for in the Contract Documents.
  3. All guarantees required of Subcontractor, Sub-subcontractors and material suppliers in the various sections of the specifications shall be in the same form as set forth herein.
  4. All guarantees required by the Contract Documents shall commence upon Substantial Completion of the Project as defined by Contractor. The guarantee for punch list items shall commence upon completion of the work for the item as set forth in the punch list. For any repair work performed under this contract, it shall be deemed that the guarantee work shall recommence for its original time period after repair or replacement work is completed and accepted.
  5. This guarantee shall cover a period of two (2) years commencing from the date of Substantial Completion of the Project or other period stipulated by the Contract Documents for any specific portion or phase of the Work if such a period is of a longer duration. If Subcontractor is required to do any work under this guarantee following Final Payment, the two (2) year period for this guarantee with respect to such corrective work shall commence on the completion thereof.
  6. Neither Final Payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by Contractor, shall constitute, acceptance of Work not done in accordance with the Contract Documents, or relieve Subcontractor of liability in respect to any express warranties or guarantees or responsibility for faulty or defective equipment, materials or workmanship. Subcontractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. Contractor shall, with reasonable promptness, give Subcontractor notice of defects observed.
  7. Subcontractor consents to the assignment by Contractor of any and all guarantees and warranties required of Subcontractor and shall execute all necessary documents required by Contractor to effect such assignment.

**ARTICLE 8: Indemnification, Insurance and Bonds**

- A. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, save and hold Owner, Contractor, and Architect (excluding with respect to the Architect, claims arising out of (i) the preparation or approval of maps, drawings, opinions, reports, survey, Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Architect, his agent or employees, provided such giving or failure to give is the primary cause of the injury or damage), their respective partners,

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